



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 002
RFP NO.: B2Z07007
TITLE: ELECTRONIC WEB-BASED PLANS ROOM
ISSUE DATE: 9/22/06

REQ NO.: NR 605 3E230000051
BUYER: JULIE BRANIGAN
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Branigan@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/16/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2009

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF TRANSPORTATION
105 WEST CAPITOL AVENUE / PO BOX 270
JEFFERSON CITY, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #002 TO RFP B2Z07007**TITLE: ELECTRONIC WEB-BASED PLANS ROOM****CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2009**

Prospective offerors are hereby notified of the following changes and clarifications:

1. Closing Date:
As Stated: Return bid no later than: 10/03/06 at 2:00 p.m.
Change To: Return bid no later than: **10/16/06 at 2:00 p.m.**



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

AMENDMENT NO.: 001
RFP NO.: B2Z07007
TITLE: ELECTRONIC WEB-BASED PLANS ROOM
ISSUE DATE: 9/12/06

REQ NO.: NR 605 3E230000051
BUYER: JULIE BRANIGAN
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Branigan@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/03/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

(U.S. Mail)

DPMM
PO BOX 809
JEFFERSON CITY MO 65102-0809

or

(Courier Service)

DPMM
301 WEST HIGH STREET, ROOM 630
JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2009

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF TRANSPORTATION
105 WEST CAPITOL AVENUE / PO BOX 270
JEFFERSON CITY, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

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MAILING ADDRESS		IRS FORM 1099 MAILING ADDRESS	
CITY, STATE, ZIP CODE		CITY, STATE, ZIP CODE	
CONTACT PERSON		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN		VENDOR NUMBER (IF KNOWN)
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) (NOTE: LLC IS NOT A VALID TAX FILING TYPE.) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

AMENDMENT #001 TO RFP B2Z07007**TITLE: ELECTRONIC WEB-BASED PLANS ROOM****CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2009**

Prospective offerors are hereby notified of the following changes and clarifications:

1. The following paragraphs have been **REVISED**:

- 1.5.2 f.;
- 3.4.15;
- 4.4.4 b.;
- 5.2.2 a. 2) & 3);
- 5.2.2 b.

2. The following paragraph has been **ADDED**:

- 2.28.1

3. The following paragraph has been **DELETED**:

- 3.2.8 h.

4. The following exhibit has been **REVISED**:

- Exhibit A, Table A.1



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL (RFP)

RFP NO.: B2Z07007
TITLE: Electronic Web-Based Plans Room
ISSUE DATE: 8/31/06

REQ NO.: NR 605 3E230000051
BUYER: JULIE BRANIGAN
PHONE NO.: (573) 751-4148
E-MAIL: Julie.Branigan@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: 10/03/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Delivered sealed proposals must be in DPMM office (301 W High Street, Room 630) by the return date and time.

RETURN PROPOSAL TO:	(U.S. Mail)		(Courier Service)
	DPMM	or	DPMM
	PO BOX 809		301 WEST HIGH STREET, RM 630
	JEFFERSON CITY MO 65102-0809		JEFFERSON CITY MO 65101

CONTRACT PERIOD: DATE OF AWARD THROUGH JUNE 30, 2009

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

MISSOURI DEPARTMENT OF TRANSPORTATION
105 West Capitol Avenue / PO Box 270
Jefferson City, MO 65102

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 02/10/06). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

DOING BUSINESS AS (DBA) NAME		LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO.	
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PHONE NUMBER		FAX NUMBER	
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CONTRACTOR TAX FILING TYPE WITH IRS (CHECK ONE) TYPE,) (NOTE: LLC IS NOT A VALID TAX FILING TYPE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other			
AUTHORIZED SIGNATURE		DATE	
PRINTED NAME		TITLE	

1. INTRODUCTION:

1.1 Purpose:

- 1.1.1 This document constitutes a request for sealed proposals from prospective offerors for the purchase of an electronic web-based plans room with reproduction and distribution services of plan sheets for the Missouri Department of Transportation (agency), hereafter known as MoDOT, located in Jefferson City, Missouri, in accordance with the requirements and provisions stated herein.
- 1.1.2 The contractor's hosted electronic web-based plans room system shall provide a mechanism where MoDOT vendors can go to online to view, download, and print plan sheets and other documents pertaining to MoDOT construction projects.

1.2 Pre-Proposal Conference:

- 1.2.1 A pre-proposal conference regarding this Request for Proposal will be held **on Friday, September 8, 2006, at 1:30 p.m.**, in Room 510 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.
- 1.2.2 All potential offerors are encouraged to attend the pre-proposal conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days prior to the scheduled pre-proposal conference of any special accommodations needed for persons with disabilities who will be attending the conference so that these accommodations can be made.

1.3 Offeror's Contacts:

- 1.3.1 Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The offeror may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

1.4 Email Questions:

- 1.4.1 Offerors are encouraged to email their questions regarding the RFP prior to **Tuesday, September 19, 2006** to: Julie Branigan, Buyer, Division of Purchasing and Materials Management, at Julie.Branigan@oa.mo.gov. Offerors are advised that any questions received less than ten days prior to the RFP opening date may not be answered.

1.5 Background Information:

- 1.5.1 The Missouri Department of Transportation (MoDOT) is responsible for awarding competitively bid contracts for work performed on transportation facilities throughout the state. This work primarily consists of plan sheet(s) for new or modifications to existing highways. Today, plan sheet(s) are made available for projects that are being let through a printing and order system internal to MoDOT. Vendors receive a notice of projects that are being let and call or fax orders to MoDOT. These orders are then

printed and distributed back to the vendor. The purpose of this RFP is to eliminate the printing of plan sheet(s) for vendors by MoDOT and make these plan sheet(s) available through an Internet based electronic plan room.

1.5.2 During the Fiscal Year 2005, there were 358 projects that were advertised for bidding and 1,181 bids from vendors were received. For Fiscal Year 2005, on average, lettings resulted in the following data:

- a. 129 plan sheets per project;
- b. 35 Plan holders per bid call;
- c. 804 Plan holders per month;
- d. 18 addenda packages per month;
- e. 35 bid calls per month

PARAGRAPH REVISED BY AMENDMENT #001
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- f. 130 – 11"x17" plus 8 full size **22"x 34"** copies of plans sheets per project; and
- g. 954,860 sq ft of plan sheets printed per month.

1.5.3 As a result of this RFP, the proposed electronic web based plans room system will allow vendors the ability to view, print, and order printed copies of plans for transportation projects through the awarded contractor's Internet website. MoDOT will no longer provide printing and distribution services. The electronic plans room website will be the single method for vendors to have access to these plans.

1.6 Attachments:

1.6.1 The offeror is advised that attachment(s) exist to this document, which provide additional information and instruction. However, due to the size of the electronic files, they are not able to be incorporated into this document but, instead, must be downloaded from the State of Missouri website. Please refer to <https://www.moolb.mo.gov>. The attachment(s) shall be separate downloadable document(s) located on the same web page where the RFP document B2Z07007 is downloadable. It shall be the sole responsibility of the offeror to obtain the attachment(s). The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments.

1.6.2 The following describes the Attachments to this RFP:

- a. Attachment 1 - MoDOT's website layout image
- b. Six (6) Example Plan Sheets in PDF format

2. CONTRACTUAL REQUIREMENTS:

2.1 Definitions:

2.1.1 **Addenda Package** shall mean the electronic file that may consist of a single page or may be multiple pages within the file that consists of plan sheet and/or specifications, or other information that documents revisions to an existing MoDOT project. There may be multiple pages, plan sheets, etc within one Addenda Package File, however, the MoDOT will send a single PDF file containing all the Addenda package information. File size may vary. The contractor shall charge a single flat, firm, fixed fee for uploading each Addenda Package file, regardless of file size. This Addenda Package Upload Fee must include the necessary costs to fulfill the requirements of the RFP related to the addenda package (i.e., administrative services, unlimited downloads, tracking / reporting, notifications, archiving, etc).

2.1.2 **Bid Call** shall mean a grouping of plan sheets that together provide all the information needed to allow a MoDOT vendor to place a bid on a contraction project.

- 2.1.3 **CPU** shall mean any computer or computer system that is used to store, process, or retrieve data or perform other functions using Operating Systems and software as described herein.
- 2.1.4 **Critical Program Error** shall mean any Program Error, whether or not known to the state agency, which prohibits or significantly impairs use of the Licensed System as set forth in the RFP.
- 2.1.5 **Documentation** shall mean the user's manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed system and other Products which will provide the agency sufficient information to operate the Licensed system and other Products properly, safely and efficiently.
- 2.1.6 **Go-Live** shall mean the date, mutually agreed upon between contractor and MoDOT, on which the electronic plans room system (is in production with fully operable components and fully staffed) begins accepting and processing electronic plan transactions described herein for Missouri. The date must occur on a weekday, within one hundred (100) calendar days after award of the contract.
- 2.1.7 **Interface** shall mean the software product must have a mechanism built into the product that supports transferring data in a supported format to another software product or the product must operate as proposed when operating in conjuncture with another product.
- 2.1.8 **Letting** (or Let) shall mean the process used by MoDOT to advertise and award contracts for work performed on transportation facilities.
- 2.1.9 **Licensed System** shall include any and all software, hardware, and other products provided by the contractor and its Documentation to which the agency obtains or is granted rights to utilize under the contract.
- 2.1.10 **Licensee** shall mean the party to whom a license is granted. For purposes of this RFP, the Licensee shall be the Missouri Department of Transportation (MoDOT).
- 2.1.11 **May** means that a certain feature, component, or action is permissible, but not required.
- 2.1.12 **Module** shall mean a collection of routines and data structures that perform a specific function of the Licensed System.
- 2.1.13 **Must** shall mean that a certain feature, component, or action is a mandatory condition.
- a. The offeror's proposal response shall not take exception to or conflict with the mandatory requirements of the RFP (denoted by the words "must" and "shall"). Failure to fulfill mandatory requirements shall make the offeror's proposal response to be considered unacceptable and thus may result in the proposal response no longer being given consideration in the evaluation process. The State of Missouri shall not award a noncompliant proposal.
- 2.1.14 **Offeror** shall mean the person or organization that responds to an RFP by submitting a proposal with prices to provide products, and/or services as required in the RFP document.
- 2.1.15 **Operating System** shall mean the control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.
- 2.1.16 **Plan Holder** shall mean any vendor with a valid MoDOT vendor number that either downloads plan sheets or requests prints of plan sheets from the electronic plan room system. Online public viewers of plans are not considered plan holders.

- 2.1.17 **Plan Sheet (also know as Plan Drawing)** shall mean any drawing, specification sheet, or other document being part of a set of highway construction project documents. All the plan sheet electronic files MoDOT will be providing for the web plans room will be in PDF format created as either a 8 ½" x 11" or a 11"x17" size document. The electronic file size for different types of plan sheets depend on the amount of line work detail on the plan sheets but the anticipated file size will most likely be between 200-500KB per sheet. Specifications may be a single page or may contain multiple pages, however, in its entirety a Specification shall be a single electronic file and this single specification file shall be considered as one plan sheet upload.
- 2.1.18 **Platform** shall mean the underlying computer system on which the system programs can run. A change in platforms shall mean that the specific hardware and operating system combination that is described herein has changed/switched to a significantly different hardware and operating system combinations to the extent that a different version of the Licensed System is required to execute properly in the environment established by such changed hardware and operating system combination.
- 2.1.19 **Product** shall mean a Module, a System, or any software-related item (which may include hardware) provided by the contractor to the State of Missouri.
- 2.1.20 **Program Error** shall mean a code in the Licensed System which produces unintended results or actions, or which produces results or actions other than those described in the Specification. A Program Error includes, without limitation, any "Critical Program Error."
- 2.1.21 **Program Set** shall mean the group of programs and Products, including the Licensed System specified herein plus any additional programs and Products licensed by the State of Missouri under this contract for the use by the State of Missouri.
- 2.1.22 **Release** shall mean the distribution of a new product or new function and program fixes based on or for an existing product. Such system releases are provided to the Licensee at no additional cost if the licensee is currently subscribed to the contractor's maintenance support services.
- 2.1.23 **RSMo** (Revised Statutes of Missouri) refers to the body of laws enacted by the Legislature, which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Division of Purchasing and Materials Management (DPMM).
- 2.1.24 **Shall** has the same meaning as the word must.
- 2.1.25 **Should** means that a certain feature, component and/or action is desirable but not mandatory.
- 2.1.26 **State Data or Records** shall mean any information, content, image, data, document, whether in hard copy or electronic format, supplied by a State Agency to the contractor.
- 2.1.27 **System** shall mean any collection or aggregation of two (2) or more Modules of the licensed software and/or website application combined with any hardware and/or telecommunication networks necessary to operate and provide a specific designed functionality. For purposes of this RFP, the system shall encompass the electronic plans room website, all software, hardware and telecommunications infrastructure necessary to operate the electronic plans room in accordance with the requirements specified in the RFP.
- 2.1.28 **Upgrade** shall be any improvement or change in the system that improves or alters its basic function but does not require a separate license. Upgrades shall be inclusive of all new releases. Such system upgrades are provided to the licensee at no additional cost if the licensee is currently subscribed to the contractor's maintenance support services.
- 2.1.29 **Vendor** shall mean for the purposes of RFP Sections 1-4 and Exhibits A-D, to be any vendor who has a MoDOT assigned vendor identification number.

- 2.1.30 **Version** shall mean that the licensed system has significant new code or new function(s). Such system versions shall be provided to the licensee at no additional cost if the licensee is currently subscribed to the contractor's maintenance support services.
- 2.1.31 **Web Host** shall mean the awarded RFP contractor, including any subcontractor(s), responsible for delivering and allowing user access to the Missouri Electronic Plans Room website.
- 2.1.32 **Website** shall refer to the Missouri Electronic Plans Room web application to be hosted, operated, and maintained by the contractor (or by a subcontractor).
- 2.1.33 **Working Days (also known as Business Days)** shall mean Monday through Friday, 7:00 a.m. through 5:00 p.m. central time, excluding state holidays. Refer to the following website for information regarding standard state holiday closings: <http://www.mo.gov/mo/moholidays.htm>.

NOTE: Please refer to the State of Missouri Terms and Conditions Section 1 found at near the end of this document for further definitions/terminology that applies to the RFP.

2.2 Contract Period:

- 2.2.1 The original contract period shall be date of award through June 30, 2009. The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original period. All terms and conditions, requirements and specifications of the contract, including prices, shall remain the same and apply during the original contract period.

2.3 Renewal Options:

- 2.3.1 The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.
- 2.3.2 If the option for renewal is exercised by the Division of Purchasing and Materials Management, in no event shall pricing increases exceed 4% of the previous year's pricing during these extension periods, unless a lesser percentage is indicated in Exhibit A. However, before any price increase is accepted by the state at the time of renewal, the contractor may be required to justify in writing the reasons that merit the price increase. The contractor may be required to explain what benefits the state is receiving in return for the 4% increase in fees.
- 2.3.3 The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

2.4 Contract Extension:

- 2.4.1 In the event of an extended re-procurement effort and the contract's available renewal options have been exhausted, the Division of Purchasing and Materials Management reserves the right to extend the contract. If exercised, the extension shall be for a reasonable period of time as mutually agreed to by the state and the contractor at the same terms, conditions, provisions, and pricing in order to complete the procurement process and to transition to the new contract.

2.5 Price:

- 2.5.1 All prices shall be firm, fixed and as indicated in Exhibit A (the Pricing Page). The state shall not pay nor be liable for any other additional costs including but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.

2.6 Invoicing:

- 2.6.1 The contractor must submit to MoDOT a monthly invoice. The invoice must at a minimum include:
- Invoice number
 - Purchase Order number
 - Missouri Contract number
 - Date
 - Itemization of the pricing specified in Exhibit A Pricing Pages
 - Total amount due
- 2.6.2 Invoices must not include taxes. MoDOT is a tax exempt institution.
- 2.6.3 Any terms, conditions, or provisions stated on the contractor's invoice which conflicts or attempts to change the provisions of the contract agreement shall be considered void, invalid, and shall have no force or effect on the contract agreement.

2.7 Payment:

- 2.7.1 The contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must return a completed state Contractor ACH/EFT Application which is downloadable from the following website: http://www.oa.mo.gov/acct/pdf/files/contractor_input_form.pdf. Each contractor invoice must contain a unique invoice number. The invoice number will be listed on the state's EFT addendum record to enable the contractor to properly apply state payments to invoices. The contractor must comply with all other invoicing requirements stated in the RFP.

2.8 Contractor Liability:

- 2.8.1 The contractor shall be responsible for any and all personal injury (including death) and property damage, and loss of state data or records as a result of the contractor's negligence involving any equipment, product, or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- 2.8.2 The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- 2.8.3 Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.8.4 Circumstances may arise where, because of a default on the contractor's part or other liability, the state is entitled to recover damages from the contractor. In each such instance, regardless of the basis on which the state is entitled to claim damages from the contractor, the contractor is liable only for:

- a. payments referred to in intellectual property rights and patent and copyright terms;
- b. bodily injury (including death) and damage to real property and tangible personal property; and
- c. software license fees paid (the software license fees paid also applies to any subcontractors and program developers).

2.9 Inventions, Patents, and Copyrights:

- 2.9.1 The contractor shall report to the state promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the contractor has knowledge.
- 2.9.2 The state agrees that the contractor has the right to defend or at its option to settle, and the contractor agrees to defend at its own expense or at its option to settle, any claim, suite or proceeding brought against the state on the issue of infringement of any United States patent or copyright by any product, or any part thereof, supplied by the contractor to the state under this agreement. The contractor agrees to pay, subject to the limitations hereinafter set forth in this paragraph, any final judgment entered against the state on such issue in any suit or proceeding defended by the contractor. The state agrees that the contractor at its sole option shall be relieved of the foregoing obligations unless the state notifies the contractor promptly in writing of any such claim, suit, or proceeding, and at the contractor's expense, gives the contractor proper and full information needed to settle and/or to defend any such claim, suit, or proceeding. If the product, or any part thereof, furnished by the contractor to the state becomes, or in the opinion of the contractor may become, the subject of any claim, suit, or proceeding for infringement of any United States patent or copyright, or in the event of any adjudication that such product or part infringes any United States patent or copyright, or if the use, lease, or sale of such product or part is enjoined, the contractor may, at its option and its expense: (1) procure for the state the right under such patent or copyright to use, lease, or sell as appropriate such product or part, or (2) replace such product or part with other product or part suitable to the state, or (3) suitably modify such product or part, or (4) discontinue the use of such product or part and refund the aggregated payments and transportation costs paid therefore by the state, less a reasonable sum for use and damage. The contractor shall have no liability for any infringement based upon: (1) the combination of such product or part with any other product or part not furnished to the state by the contractor, or (2) the modification of such product or part unless such modification was made by the contractor, or (3) the use of such product or part in manner for which it was not designed.
- 2.9.3 The contractor shall not be liable for any cost, expense, or compromise, incurred or made by the state in conjunction with any issue of infringement without the contractor's prior written authorization. The foregoing defines the entire warranty by the contractor and the exclusive remedy of the state with respect to any alleged patent infringement by such product or part.

2.10 Liquidated Damages:

- 2.10.1 The contractor shall agree and understand that the electronic engineering plans room web site's functionality and operational performance is considered critical to the efficient operations of Missouri Department of Transportation. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.
- 2.10.2 Website System Go-Live Date: The contractor acknowledges and agrees that he/she shall be subject to damages in the amount of \$500 per calendar day, not to exceed a total of \$22,500, for every day (weekends and holidays included) past the designated go-live date for the electronic plans room system (refer to paragraph 3.4.4) that the contractor does not provide a fully operational electronic engineering

plans room website for MoDOT in accordance with the mandatory technical and performance requirements specified in the RFP. The electronic engineering plans room system shall be considered fully operational when all of the MoDOT mandatory customizations are programmed into the system; all website/application mandatory requirements specified herein are met or exceeded; and the website system works successfully (e.g. no severity level 1 or 2 errors – refer to paragraph 4.3.11).

- 2.10.3 Website Daily Operational Performance: The contractor acknowledges and agrees that he/she shall be subject to damages in the amount of \$50 per minute, not to exceed a total of \$72,000, for every minute that the web site is not operational in excess of the maximum allowable web site downtime of 864 minutes or 14.4 hours in any thirty-day period. The onset of this performance measurement will begin on the first day of the second month of system go-live operation date.
- a. In addition to the above, in the event of a loss of electronic plans room service which results in MoDOT's decision to postpone or reschedule a bid letting, the loss of service fee shall be \$5,000.00 per day for every day the electronic plans room is not operational to allow viewing and/or downloading of plan sheets that resulted in the postponement or rescheduling of a bid letting, up to an aggregate maximum fee of \$20,000.00 for any one (1) calendar month. The contractor's scheduled maintenance of the system shall not be deemed to be a failure of the contractor to provide an electronic plans room.
- 2.10.4 Technical Response Times: The contractor acknowledges and agrees that it shall be subject to damages in the amount of \$200.00 per business hour (7:00 a.m. through 5:00 p.m. central time excluding weekends and holidays) for each reported Severity Level 1 and Severity Level 2 system problem(s) that is not responded to and resolved in accordance with the response times specified in RFP Section 4. The liquidated damage assessed for Technical Response Times shall not exceed \$5,000.00 per reported system problem incident.
- 2.10.5 MoDOT Must Request Liquidated Damages: To receive any of the liquidated damages amounts described in this section, MoDOT must notify the contractor within ten (10) business days from the time MoDOT becomes eligible to claim such liquidated damages. Failure to comply with this requirement will forfeit MoDOT's right to receive the claimed amount.
- 2.10.6 Termination Option for Chronic Problems: If, in any single (1) calendar month, three (3) or more events for which loss of service fees are applicable, then MoDOT may terminate this agreement for cause and without penalty by notifying the contractor within five (5) days. Such termination will be effective immediately upon receipt of such notice by the contractor. "Receipt Of Notice" shall be when confirmed delivery receipt by either facsimile, email, or mail service has been received indicating that the notice was successfully delivered.
- 2.10.7 The contractor shall also agree and understand that such liquidated damages shall either be deducted from the contractor's invoices pursuant to the contract or paid by the contractor as a direct payment to the state agency at the sole discretion of the state agency.
- 2.10.8 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 2.10.9 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the State of Missouri and shall be in addition to, not in lieu of, the rights of the State of Missouri to pursue other appropriate remedies.
- 2.11 Force Majeure:**
- 2.11.1 The contractor shall not be liable for any excess costs for delayed delivery of goods or services to the State of Missouri, if the failure to perform the contract arises out of causes beyond the control of, and without the fault or negligence of the contractor. Such causes may include, however are not restricted to:

acts of God, fires, floods, epidemics, quarantine restrictions, strikes, and freight embargoes. In all cases, the failure to perform must be beyond the control of, and without the fault or negligence of, either the contractor or any subcontractor(s). The contractor shall take all possible steps to recover from any such occurrences.

2.12 Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation:

- 2.12.1 The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.
- 2.12.2 The contractor shall prepare and submit to the Division of Purchasing and Materials Management periodic reports detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the reporting period. The report shall be submitted on a monthly basis unless otherwise determined by the Division of Purchasing and Materials Management.
- 2.12.3 The Division of Purchasing and Materials Management and the Office of Supplier and Workforce Diversity (OSWD) will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
- 2.12.4 If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

2.13 Contractor Status:

- 2.13.1 The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

2.14 Subcontractors:

- 2.14.1 Any subcontracts for the product/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities and related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain acknowledgement from the State of Missouri prior to establishing any new subcontracting arrangements and before changing and subcontractors. The approval shall not be arbitrarily withheld.

2.15 Coordination:

- 2.15.1 The contractor shall fully coordinate all contract activities with those activities of the agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.

2.16 Property of State:

- 2.16.1 All plan sheets, addenda packages, and other documents provided by or on behalf of MoDOT to the contractor for dissemination through the licensed system are the property of the Missouri Highways and Transportation Commission. The contractor has no copyright or other proprietary or property interest in the contents of those documents it disseminates over the internet, or of which it sells reproduction prints.

2.17 Assignment:

- 2.17.1 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Division of Purchasing and Materials Management.
- 2.17.2 Consent to Assignment shall only be granted when the assignee agrees to be bound by all of the terms and conditions of this contract agreement. Any assignment of moneys shall be void and ineffective to the extent that such assignment attempts to impose upon the State of Missouri obligations to additional payment of such moneys, or to preclude the State of Missouri from dealing in all matters pertaining to the contract agreement including, but not limited to, the negotiation of amendments or the settlement of charges due.

2.18 Termination

- 2.18.1 The Division of Purchasing and Materials Management reserves the right to terminate the contract, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor as least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive just and equitable compensation for services and/or supplied delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

2.19 Substitutions of Product/Services:

- 2.19.1 The contractor shall not substitute any item(s) or services that have been awarded to the contractor without the prior written approval of the Division of Purchasing and Materials Management.
- 2.19.2 The state reserves the right to allow the contractor to substitute any new product or service offered by the contractor on all unshipped and future orders if the quality is equal to or greater than the product or service under contract and if the prices are equal to or less than the contract prices. The Division of Purchasing and Materials Management shall be the final authority as to acceptability.
- 2.19.3 In event of manufacturer discontinuation, the contractor shall substitute item(s) with equal or better capabilities for equal or less cost than the discontinued item(s). The contractor shall not substitute any item(s) without the prior written approval of the Division of Purchasing and Materials Management. The Division of Purchasing and Materials Management shall be the final authority as to acceptability of requested substitutions and reserves the right to accept or reject any substitution requests.

2.20 Electronic Plans Room Licensing:

2.20.1 The contractor shall grant the Missouri Department of Transportation the right to use the licensed product/service described herein throughout the applicable contract period contingent upon payment of fees specified herein. Online electronic access to the licensed products services as described herein shall allow an unlimited number of users to access the system by both MoDOT and the general public. The system shall have security levels that will limit access to certain portions of the system based on user IDs and passwords for authorized user permissions as defined by MoDOT and/or herein. There shall be no fees assessed for downloading information from the system. All costs necessary to operate the system in accordance with the requirements herein must be compensated through the firm, fixed per plan sheet Upload Transaction fee and the Addenda Package Upload Fee as indicated in Exhibit A, excepting there from costs for maintenance, consulting services, and hard copy print orders.

- a. All maintenance and technical support fees required in order to receive system updates (which include enhancements, corrections, modifications, system configuration, database maintenance, additions and later versions of the licensed product) and fixes to technical support problems/website errors shall be included in the monthly maintenance/technical support subscription fees specified in Exhibit A.
- b. Any language or provisions contained in any “shrinkwrap” or “clickwrap” agreement of the contractor’s products shall be of no force or effect. The State of Missouri shall not be bound by, any “shrink wrap license” which is bundled with the Products, the Documentation, or the Deliverables or any “disclaimers” or “click to approve” terms or conditions now or hereafter contained in the Products, the Documentation, the Deliverables or any web site which the state agency uses in connection with the contractor’s Products or Services.

2.21 Intellectual Property Rights:

2.21.1 The contractor hereby warrants that it has and will continue to have free and clear title (including all proprietary rights) to any Products delivered to the State of Missouri or the right to license, transfer or assign and all products that are licensed, transferred, or otherwise provided to the State by the contractor pursuant to this contract. Upon request of the State of Missouri, the contractor shall demonstrate that all aspects of the Licensed Software are its original work or that the contractor is authorized to sublicense on the terms stated herein. The State of Missouri shall not be liable in the event of loss, incident, destruction, theft, damage, etc., for the licensed software. It shall be the contractor’s sole responsibility to obtain insurance coverage for such loss in an amount that the contractor deems appropriate.

2.22 Software Piracy Prohibitions:

2.22.1 No state or other public funds payable under the contract shall be used for the acquisition, operation, or maintenance of computer software in violation of United States copyright laws or applicable licensing restrictions. The contractor hereby warrants and certifies that the contractor has in place appropriate systems and controls to prevent such improper use of public funds. Under no circumstances in the course of providing products, services, or any other performance of their duties/obligations to the State shall the contractor directly or indirectly utilize tools, equipment, and/or software programs that are in violation of third parties’ legal copyrights. If the State determines that the contractor is in violation of this paragraph, the State may exercise any remedy available at law including, without limitation, immediate termination of the contract and any remedy consistent with United States copyright law.

2.23 Preserving Rights to System Functionality:

2.23.1 In the event that the contractor deletes functions that were mandatory requirements of the RFP from the licensed system and offers those functions in other or new system products, the portion of those other or new products which contain the functions in question, or the entire product, if the functions cannot be

separated out, shall be provided to the agency under the terms of their license along with any applicable modifications necessary to make the product operate with the licensed system, at no cost to the agency and shall be covered under the license/maintenance at no cost to the agency.

2.24 Prohibition of Electronic Self-Help:

- 2.24.1 The contractor agrees that in the event of any dispute with the State regarding an alleged breach of contract, the contractor shall not use any type of electronic means to prevent or interfere with the operation of, or MoDOT or public access to, the licensed system, without first obtaining a valid court order authorizing same in accordance with the State of Missouri Terms and Conditions Section 2 subparagraph e. The State shall be given proper written notice and an opportunity to be heard in connection with any request for such a court order. The contractor understands that it is foreseeable that a breach of this provision could cause substantial harm to the State. No limitation of liability, whether contractual or statutory, shall apply to a breach of this paragraph.

2.25 Independent Obligation of Contractor to Continue Performance:

- 2.25.1 Nature of Independent Obligation: Because of the critical importance of the licensed system and services to be performed by the contractor hereunder to the operation of the State of Missouri, the contractor assumes an independent obligation to continue performance of its system and service obligations hereunder in all respects regardless of any dispute (including without limitation any alleged material breach by the State of Missouri) which may arise between the State of Missouri and the contractor. Such independent obligation shall continue for a period of ninety (90) days from the date upon which the State of Missouri receives written notice of such alleged breach from the contractor. The license to the system shall continue until any dispute is resolved, and thereafter in accordance with the terms of the resolution. The contractor undertakes this independent obligation without prejudice to any rights or remedies it may otherwise have in connection with any dispute between the contractor and the State of Missouri.
- 2.25.2 Exception to Independent Obligation: If the State makes any use of the licensed products/services not permitted by this contract agreement and the contractor has reasonably determined that such use was intended to result in substantial harm to the contractor's proprietary rights, then the contractor shall immediately notify (in writing via certified mail) the Licensee and the Division of Purchasing and Materials Management (DPMM) in accordance with the requirements below ("Notice and Opportunity to Cure Breach of Contract").
- a. Notice and Opportunity to Cure Breach of Contract: Upon the occurrence that the State may be in breach of contract (i.e. in material violation of provision(s) of the contract/license agreement), the contractor shall deliver to the Licensee and the DPMM a written Notice of Intent to Terminate that identifies in detail the event of default (contract breach). If the event of default remains uncured for ten (10) business days or at a minimum if the state cannot provide the contractor with an acceptable written plan to cure the default within a reasonable time period, the contractor may terminate the contract agreement and the license granted herein by delivering to the State a Notice of Termination that identifies the effective date of the termination, which date shall not be less than ten (10) business days after the date of delivery of the Notice of Intent to Terminate. All such notifications must be given to both the Licensee and the DPMM. All notifications must reference the contract number, which shall be assigned by the Division of Purchasing and Materials Management and listed on the cover page of the notice of award of contract.

2.26 Audits:

- 2.26.1 In the event that the contractor undertakes an audit of the agency's facility in which the software is installed: (1) the contractor must provide at least three (3) business days prior written notice to the agency, (2) the scope of the audit shall be limited to a review of the agency's written records, unless otherwise agreed to by the agency, (3) the agency shall have an equal right to audit the contractor's compliance with its license obligations hereunder, (4) all information transmitted to the contractor

pursuant to the above shall be held in confidential status by the contractor, and (5) no penalty shall be levied against the State for unlicensed software found during the course of the audit. If the agency is determined to be using unlicensed software, the maximum liability to the State shall be the cost of licensing the subject software.

2.27 Contract / Entire Agreement:

- 2.27.1 A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- 2.27.2 A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- 2.27.3 The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- 2.27.4 Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

PARAGRAPH ADDED BY AMENDMENT #001

2.28 Estimated Quantities:

- 2.28.1 *The quantities indicated in this Request for Proposal are estimates that pertain to the total aggregate quantities that may be ordered throughout the stated contract period. The estimates do not indicate single order amounts unless otherwise stated. The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.*

3. TECHNICAL SPECIFICATIONS

3.1 General Requirements:

- 3.1.1 The contractor must provide a contractor hosted electronic plans room system (hereafter often referred to as "the system" or "electronic plans room" or "website") which meets or exceeds the specifications contained in this document.
- 3.1.2 The contractor's operation center, to include the MoDOT electronic plans room system and the technical support/help desk, shall be housed/located and operated from a location within the United States of America. The website and support services shall be provided onsite at the contractor's facility, unless otherwise requested by the state agency. It is highly desirable that the contractor's operation center for MoDOT's electronic plans room be located in the state of Missouri.

- a. All project work described in the RFP, processing, and other such related operations shall be performed on-site at the contractor's operation center for the MoDOT electronic plans room system, except as is otherwise stated herein or expressly agreed to by MoDOT.
- 3.1.3 All portions, interfaces, components, and modules of the system solution must integrate and operate with each other in accordance with the requirements described herein.
- 3.1.4 The State of Missouri shall not guarantee any minimum or maximum amount of the contractor's products/services that may be required under the contract.
- 3.1.5 The contractor must provide an electronic plans room system which is generally available; i.e. not in beta or test; and currently in production and in use by a client(s) as proposed. Prototypes or items in test production and not formally announced for market availability shall not be accepted. New system development of system components shall be considered unacceptable.
- 3.1.6 The contractor must provide to MoDOT a written disaster recovery plan. The disaster recovery plan must be fully implemented thirty (30) days prior to system go-live. The recovery plan should include:
 - a. Daily backup procedures for the system and data
 - b. High availability failover procedures
 - c. Detailed procedure scripts that allow for system recovery to its previous state
- 3.1.7 All vendor information provided by MoDOT to the contractor or acquired as a result of maintaining the MoDOT electronic plans room is the exclusive property of MoDOT and must not be used by the contractor or sold by the contractor for any purposes without the express written permission of MoDOT.
- 3.1.8 The contractor must provide downloadable documentation suitable for MoDOT vendors that describes the use, features and availability of the electronic plans room. If there are system changes, updates, upgrades, enhancements, or new releases to the system then such changes or new enhancements, etc must be shown in the downloadable system documentation within thirty (30) calendar days of implementation of these changes or new enhancements, etc.
- 3.1.9 The contractor must provide downloadable documentation suitable for MoDOT internal use describing the administration functions of the electronic plans room. If there are system changes, updates, upgrades, enhancements, or new releases to the system then such changes or new enhancements, etc must be shown in the downloadable system documentation within thirty (30) calendar days of implementation of these changes or new enhancements, etc.
- 3.1.10 Accessibility Compliance: Section 191.863 of the Revised Statutes of Missouri (RSMo) requires state agencies to make information technologies accessible to individuals with disabilities. The State of Missouri's Information Technology (IT) Accessibility Standards (<http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm>) provide direction for complying with RSMo 191.863. All products provided by the contractor shall comply with the applicable accessibility requirements of the Missouri IT Accessibility Standards, unless the contractor's awarded bid response contains specific disclosure of product non-conformance in a Voluntary Product Accessibility Template (VPAT; http://www.itic.org/archives/articles/20040506/voluntary_product_accessibility_template_vpat.php) or other comparable document (see Exhibit B).
 - a. The contractor shall promptly respond to any complaint brought to its attention regarding accessibility of the products provided hereunder that were specified in the contractor's awarded bid response as compliant products. The contractor shall resolve such complaints by bringing the product into compliance with the applicable Missouri IT Accessibility Standards at no additional cost to the State. The contractor shall indemnify and hold harmless the State of Missouri and any Missouri government entity purchasing the contractor's products from any claim arising out of the contractor's failure to comply with the aforementioned requirements.

- b. The contractor must abide by the Missouri Digital Media Developers (DMD) Web Guidelines, which include the mandatory accessibility information for Section 508 and Chapter 191 compliance for any web based systems. Refer to the following web site: www.oa.mo.gov/dmd/guidelines; www.moga.state.mo.us/statutes/C100-199/1910000863.HTM; and www.oa.mo.gov/dmd/guidelines/#_Toc21509711.

3.2 Engineering Plans Room Stability and Capacity:

- 3.2.1 The contractor must have the ability to provide 100% server redundancy. The contractor must have separate systems on separate hardware to meet this redundancy requirement. The contractor's primary and/or redundant plan sheets distribution systems must have, at a minimum, an individual reliability rate of 95%.
- 3.2.2 The contractor's redundant systems must be synchronized so that a fail-over process can be executed with minimal interruption.
- 3.2.3 Each of the contractor's server must be connected to an adequate backup power source, either battery or preferably fueled.
- 3.2.4 The contractor must have a mechanism to substantially ensure system reliability so that MoDOT's information/data is protected and stored so as to substantially prevent such information/data from being deleted and/or lost due to system failure(s).
- 3.2.5 The contractor should maintain backup servers and telecommunications connections and maintain daily backups of MoDOT's content on such backup servers. The contractor's disaster recovery and contingency planning, equipment, software and telecommunications connections should enable the contractor to provide required redundancy on and from such backup servers within twenty-four (24) hours of any disruption of services in order to maintain redundancy requirements specified in 3.2.1.
- 3.2.6 The contractor shall operate and maintain the servers in good working order with access restricted to qualified employees of the contractor and persons specifically designated by MoDOT. The contractor shall undertake and perform the measures described herein to ensure the security, confidentiality and integrity of all State of Missouri and MoDOT content and other proprietary information transmitted through or stored on the server, including, without limitation: (i) firewall protection; (ii) maintenance of independent archival and backup copies of the system and all MoDOT content; and (iii) protection from network attacks and other malicious, harmful, or disabling data, work, code or program. The level of protection from network attacks and other malicious codes/programs must be secure enough for known virus protection and must be updated periodically (*at a minimum monthly*) to protect from new attacks and virus codes.
- 3.2.7 MoDOT understands and agrees that from time to time the web site services may be inaccessible or inoperable for various reasons, including (a) equipment malfunctions; (b) periodic maintenance procedures or repairs, which the contractor may undertake from time to time; (c) causes beyond the control of Web Host or which are not reasonably foreseeable by the Web Host, including interruption or failure of telecommunication or digital transmission links, hostile network attacks, excessive network congestion or other failures ("downtime"). The contractor shall provide seven (7) days advance notice to MoDOT in the event of any scheduled downtime when such scheduled downtime is known well in advance to give such notice (such as for scheduled routine maintenance of the system, etc). The contractor shall use its best efforts to minimize any disruption, inaccessibility and/or inoperability of the services in connection with downtime, whether scheduled or not. All known potential system problems must be investigated immediately and if needed the corrective action shall occur as soon as possible. The contractor shall advise MoDOT of what the estimated time is to fix/resolve said known problem if the resolution of the problem is anticipated to disrupt the system for more than one business hour.

- 3.2.8 The contractor should provide a monitoring method for the electronic plans room website that tracks transaction volume and web site performance via a monthly server log from the MoDOT electronic plans room website. This monitoring report should include at least the following information:
- a. Date,
 - b. Time,
 - c. Internet Protocol (IP) with IP Address of machine visiting the page(s),
 - d. Server (internal name server log gives to IIS or Apache server it is sitting on – used for virtual servers),
 - e. Percentage of operational uptime and downtime, the specific number of minutes or seconds of website downtime,
 - f. Path (page that is loaded),
 - g. Error code (200 means successful, 206 means partial load, 404 means error, etc.) and

PARAGRAPH DELETED BY AMENDMENT #001

- h. DELETED.

3.3 Plans Room Accessibility:

- 3.3.1 The website must support satisfactory access from client hardware, software, and communications most commonly in use at MoDOT and in the general Internet population, such as Mozilla, Microsoft Internet Explorer, and text-based dial-up telecommunications.
- 3.3.2 The contractor must be connected to the Internet via multiple independent paths.
- 3.3.3 The website and data must be accessible from personal computers behind a firewall.
- 3.3.4 The electronic plans room website must not contain any third-party advertisements, notices, or any other third-party content (unless such content is part of a bid submission by a MoDOT vendor).
- 3.3.5 The contractor's electronic plans room website should be designed so as to minimize the time for initial download and navigation from screen to screen and/or site to site.
- 3.3.6 The contractor must provide a system that supports an electronic plans room 24 hours per day, 7 days per week. The contractor's system must provide, at a minimum, ninety-eight percent (98%) system operational uptime performance which shall mean the maximum out of service for the electronic plans room system is 51,840 seconds, or 864 minutes, or 14.4 hours for any thirty day period.
- a. The contractor's website main page must still be active, with the appropriate messages, while system maintenance is being done.

3.4 Plans Room Website:

- 3.4.1 The contractor must have the ability to link MoDOT's official contract and bidding website or any other MoDOT designated website to the electronic plans room to access contract plan drawings.
- 3.4.2 The contractor's home page of the MoDOT plans room website must contain a link to the MoDOT BidExpress website.
- 3.4.3 The contractor's electronic plans room website's home page must contain a link to the MoDOT website containing information on registering as a MoDOT vendor or retrieving forgotten MoDOT vendor ID numbers.
- 3.4.4 The contractor must provide a customized electronic plans room website that fulfills the requirements of this RFP and matches the look and feel of MoDOT's website. This customized website must use the MoDOT branded banner. The preparation of this site must be completed within sixty (60) calendar days after contract award. It is highly desirable that the contractor use the MoDOT template for the web page

framing (see Attachment 1). Prior to system go-live, the contractor must provide MoDOT at least fifteen (15) consecutive calendar days to test the functionality of the entire system to ensure compliance with the RFP requirements. Any non-compliance issues of the system failing to significantly function properly as defined in Severity Level 1 or Level 2 issues as described in RFP Section 4.3 in accordance with the RFP requirements must be resolved prior to system go-live. The system must operate with no severity level 1 or 2 issues/program errors during this testing phase for five (5) consecutive business days before MoDOT shall accept the system and allow the system to be implemented for system-go live.

- 3.4.5 System go-live shall be when the contractor provides an operational electronic plans room system in accordance with the requirements described herein, which shall occur within one hundred (100) calendar days following contract award of this RFP. The actual date of system go-live shall be mutually agreed to between the contractor and MoDOT.
- 3.4.6 The contractor must provide a secure FTP site to bulk upload MoDOT electronic plan drawings. The contractor is responsible for any post processing of the files to post them on the plans room website.
- 3.4.7 The contractor must ship to MoDOT two (2) CDs with complete sets of the plan drawings on each CD within two (2) business days of each letting date of the plan sheets.
- 3.4.8 In the electronic web-based plans room, the contractor must provide public access with the ability to view all plan drawings. Viewing must be **at no cost** to the individuals viewing plan sheets.
- 3.4.9 In the electronic plans room, the contractor must provide to MoDOT registered vendors the ability to download all plan drawings. Downloading must be **at no cost** to the vendors downloading plan sheets. Downloaded files must be able to be printed locally by the vendor.
- 3.4.10 Electronic transfer of project plan information must be provided to the contractor. MoDOT will provide one month prior to each bid letting a file that contains information for the contractor to utilize to populate screens in the electronic plans room. This information defines the projects and will be used by the vendors to select the plan sheets they are interested in. The contractor must have the capability of receiving this file and using it to populate information web pages related to the projects. MoDOT will provide the file in comma delimited format.
- 3.4.11 The contractor must maintain documents for access in the plans room for a 4-month time span. Plan sheets to be maintained include, but must not be limited to:
 - a. Plan sheets for the current letting month;
 - b. Plan sheets for the prior 2 months;
 - c. Plan sheets for the next letting month.
- 3.4.12 The contractor's website must provide a mechanism for MoDOT's project plan sheet(s) to be uploaded and displayed to the electronic plans room for vendors to access such plan sheets online. As these MoDOT project plan sheets are revised or otherwise supplemented via an addenda package, the contractor must update the electronic plans room with the revised plan sheet(s) that includes a mechanism to alert and notify registered (plan holder) vendors via email that a modification to the plan sheets has been posted to the electronic plans room. The contractor's notification email must provide the vendors with a website link to access the updated plan sheets.
- 3.4.13 The contractor must assure availability of the most current set of plan sheets. This should include a log of revisions and the ability for vendors to view online and to compare the current set of plan sheet(s) to all revisions and older sets.
- 3.4.14 The contractor must post addenda packages on the plans room website and notify plan holders within 2 business hours of receiving them. The contractor must also provide a report 24 hours prior to a letting to MoDOT verifying that plan holders have received the addenda packages.

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- 3.4.15 The contractor should provide a search function, to include indexing, by which viewers can search for plan sheets and parts of plan sheets, by categories (such categories as concrete, asphalt, etc). MoDOT will supply the list of categories within 30 days of date of contract award. *If the contract's system provides the aforementioned functionality, then it shall be the contractor's responsibility for mining/indexing the information from the plan sheets.*
- 3.4.16 The contractor should provide thumbnail views of individual plans sheets in the electronic plans room to allow vendors to better understand the content of each plans sheet.
- 3.4.17 The contractor must propose, implement, and support security for the electronic plans room website. Security provisions must support the integrity and privacy of all information provided by vendors, including personally identifiable information and any financial transactions. The contractor shall indemnify and hold harmless MoDOT for any losses arising from the release, whether intentional or unintentional, of such information described above.
- a. The contractor must submit a security plan to MoDOT forty-five (45) days after contract award.
- 3.4.18 The system must provide multiple levels of security for limiting access to certain website information based on levels of authorized access linked to an individual MoDOT user IDs/vendor numbers and passwords. The system should enable and/or disable security features within the system based on security access. The system should have the ability to create various security classes and assign privileges and staff to them. The purpose of this requirement is to limit the download of plan sheets to only those online visitors who have a MoDOT vendor number or is an authorized MoDOT user of the system.
- 3.4.19 The electronic plans room website should not have design solutions that require downloads of additional client software or plug-ins. However, if additional software or plug-ins are necessary in order to access or view documents or plan sheets, then such software/plug-ins must be provided at no cost to the agency, online visitor, or vendors. Further, persistent "cookies" or other methods that persistently identify an online visitor between sessions should be optional, and may only be used if the online visitor or vendor explicitly "opts in" to be remembered. MoDOT recognizes that an online visitor or vendor may have a more enjoyable experience if they can be passively identified, but this should be optional because shared computer usage is common, not to mention observing governmental privacy guidelines.
- a. The contractor shall be prohibited from placing or using cookies on the CPU of any third party to gather or transmit any information, except (1) to collect data which the contractor may need to acquire to fulfill its obligations under this contract, or (2) to aid the third party in viewing or downloading documents through that CPU.

3.5 MoDOT Plan Holders:

- 3.5.1 The contractor must track all project history, throughout the term of the contract. In addition, the contractor must maintain a vendor/plan holder database. The plan holder database must keep track as to which plan holders downloaded and/or requested prints of each particular set of plan sheets.
- 3.5.2 The contractor's electronic plans room system must require MoDOT vendors to log into the electronic system using MoDOT vendor numbers in order to download plan sheets. The contractor's system must have a mechanism to verify the validity of the vendor number.
- 3.5.3 The contractor must provide to MoDOT, in a format agreed to by MoDOT, within 48 hours of the project bid opening:
- a. The total number of plan documents reproduced;
- b. Number of sets distributed; and
- c. Number of drawings per set.

- 3.5.4 The contractor must maintain a current Public Plan Holder list that interested vendors can opt into at their own choice. This list must be viewable by other vendors that are logged in. The list shall include the following information:
- Letting number;
 - Bid Call number;
 - Date that plan sheets are accessed;
 - MoDOT vendor ID; and
 - Vendor's contact information to include at a minimum of telephone number and email address.
- 3.5.5 The contractor must maintain a private Plan Holder list that can be viewed by MoDOT, but not accessed by vendors. The list must be for all vendors who download or purchase print sets of plans and shall include the following information:
- Letting number
 - Bid Call number
 - Date and time that plan sheets were downloaded or ordered
 - Quantity downloaded or ordered
 - MoDOT vendor ID
- 3.5.6 The electronic plans room system must accept a nightly update from MoDOT of MoDOT qualified vendors. The update will be in a MoDOT specific CSV format and include:
- Vendor number assigned by MoDOT; and
 - Vendor name.

4. PERFORMANCE REQUIREMENTS

4.1 General Requirements:

- 4.1.1 With the exception of the customization described in paragraph 3.4.4, the contractor must provide any system modifications or additions necessary to enable the system to operate according to all mandatory technical and performance specifications presented herein at no additional cost to the State of Missouri.

4.2 Implementation Support:

- 4.2.1 The contractor must fully implement the electronic plans room system and all components that fulfill the requirements stated herein. Testing of the website functionality shall be considered successfully completed when it has been demonstrated that the system executes properly and in accordance with the RFP requirements as stated herein (refer to RFP requirement 3.4.4). The contractor shall be paid for successful implementation of the system when the user has successfully tested and/or reviewed all the components, functions, features, and/or documentation that encompasses the scheduled deliverables in accordance with the Implementation Plan and RFP 3.4.4 requirements. Successful User Testing shall have occurred when such time the system runs as described herein for a period of five (5) consecutive business days without encountering any system errors that affect the accuracy of the system.
- 4.2.2 The contractor must implement the electronic plans room using project management best practices to include an Implementation Plan, Schedule and Milestones Acceptance List.
- Under no circumstances shall the agency's acceptance of a Deliverable or Milestone be deemed to constitute a waiver of any of the mandatory RFP specifications and requirements, the completion dates in the Project Plan, or any of the contractor's other obligations under this contract agreement. No such waiver shall be effective unless specifically agreed to in writing by a formal contract amendment signed by authorized representatives of the contractor and the State of Missouri Office of Administration Division of Purchasing & Materials Management.

4.2.3 Initial Pilot Project Plan: Within 10 business days after MoDOT's written directive to proceed with services or upon receipt of a properly authorized purchase order, the contractor shall provide a project schedule with milestones and time frames for: system implementation, data uploads and downloads, and full system cut-over. MoDOT shall review the project plan, provide feedback, requests for further detail, etc. The contractor shall cooperatively work with MoDOT to further develop the project plan. The finalized project plan must be completed within 30 calendar days after receipt of MoDOT feedback. The finalized project plan must be signed by the contractor and MoDOT to show mutual approval of the project plan. The contractor must send a copy of the signed Finalized Project Plan to the Division of Purchasing & Materials Management.

- a. The contractor must organize and facilitate a planning meeting to be held at MoDOT facilities in Jefferson City, Missouri after the contract award and prior to finalizing the project plan, to ensure that both parties have agreement on details of the customization of the electronic plans room system.
 - 1) The State of Missouri understands that customization of the system may be needed in order to meet and/or exceed the electronic plans room system requirements. Therefore, the contractor shall perform a functional requirement gathering analysis to identify the areas of the system that will need modifications to tailor the system to meet and/or exceed MoDOT's requirements. Any customizations shall be provided at no additional costs to MoDOT. All system customizations described in the aforementioned contractor provided documentation must be completed and accepted by MoDOT prior to implementation/installation.
- b. Any changes to the finalized implementation/project plan must be formalized in writing and agreed to upon all parties involved.

4.3 Maintenance/Technical Support Requirements:

4.3.1 Technical Support: The contractor must provide to MoDOT a contact phone number which MoDOT can use to report technical site problems. This phone, if not a direct contact line to the contractor support structure, must provide 30-minute call back by contractor personnel.

4.3.2 System Maintenance Support Services: The contractor must provide system maintenance (e.g. upgrades, enhancements, new releases, etc.) and technical support for all products/services provided, including ongoing unlimited telephone technical support problem determination and resolution. So long as the State of Missouri pays the maintenance fees as specified within Exhibit A, the contractor shall provide to the State of Missouri all generally publicly available improvements and additions to the functionality, as well as new functions, of the Licensed System and provide the maintenance services as specified herein.

- a. The maintenance support price stated in Exhibit A shall be effective the first day of the month following the successful system go-live date (e.g., if successful go live date is April 15th, then May 1st is the start date for billing for maintenance support services). Please refer to RFP section 3.4. From date of contract award until such time that the maintenance billing takes effect, all technical and maintenance support services described herein shall be provided to the agency at no cost.
- b. The contractor shall maintain the Licensed System so that it operates in conformity with all descriptions and specifications herein or as otherwise provided by the contractor, including specifications for the performance of all improved or modified versions which the State of Missouri has been licensed to use.
- c. Maintenance services shall include, at a minimum, the detection and correction of software errors according to the specifications described herein and in the contractor's documentation of the software and the implementation of all program changes, system configuration, new releases/updates, upgrades, enhancements, new versions and implementation of additional programs provided under this contract discovered by the State of Missouri or otherwise made known to the

contractor. The contractor agrees to respond to the State of Missouri's inquiries regarding the use and functionality of the solution as issues are encountered by system users.

- d. System Database maintenance, including updating database(s), data warehousing, data mining, data cleansing, data integrity, data protection, data imports/export functionality.
- e. System Maintenance shall also include all services necessary to maintain the 98% system operational uptime, internet services, system back ups, redundancy, and disaster recovery services described in Sections 3.2 and 3.3 this includes all system configurations, troubleshooting, resolution of system errors, malfunctions, and system restoration.
- f. For any customization of the system to meet mandatory requirements of the RFP and for any customization of the system as a result of a Project Assessment Quotation (PAQ) [refer to RFP section 4.7], the contractor shall be required to provide system technical support of those customizations through out the life of the contract. Any new versions or new releases of the system application acquired by or provided to the agency pursuant to the contract must include the customizations of the system required herein or through a PAQ.

4.3.3 The contractor shall be responsive and timely to maintenance/technical support calls/inquiries made by MoDOT.

- a. MoDOT shall limit the number of employees authorized to call the help desk to three (3) MoDOT staff persons. The list of authorized MoDOT personnel to call the help desk will be provided to the contractor after contract award. With prior notice to the contractor, MoDOT shall be allowed to change who within MoDOT is authorized to contact the help desk / technical support. The contractor must not limit the number of calls or the duration of talk time that MoDOT staff can make to the help desk/technical support.

4.3.4 Routine system maintenance must be scheduled at a minimum seven (7) days in advance, and performed between 12:00 AM and 5:00 AM Central Standard Time (CST). The schedule and specific notifications must be posted on the contractor's web page. Such routine maintenance must not happen on the three (3) days prior to and including the day of MoDOT bid opening dates. MoDOT will notify the contractor at least thirty (30) days in advance of when the scheduled bid opening dates will be excepting there from emergency bid letting situations (i.e., such as disasters, terrorism attacks, Acts of God, etc).

4.3.5 Non-routine system maintenance (such as a need to increase server capacity, etc.) should be scheduled 24 hours in advance, and performed between 12:00 AM and 5:00 AM Central Standard Time (CST). The schedule and specific notifications must be posted on the contractor's web page. Such non-routine maintenance must not happen on MoDOT bid opening dates. MoDOT will notify the contractor at least thirty (30) days in advance of when the scheduled bid opening dates will be excepting there from emergency bid letting situations (i.e., such as disasters, terrorism attacks, Acts of God, etc).

4.3.6 Unexpected outages must be immediately reported to the specified MoDOT contact. The outage report must also include the name and phone number of the contractor contact. Termination of the system service outage must also be reported immediately to MoDOT.

4.3.7 The contractor must provide technical/help desk support Monday through Friday, at least eight hours per day, excluding state holidays. It is highly desirable that the technical support coverage be between the hours of 7:00 a.m. and 6:00 p.m. central time.

4.3.8 The help desk/technical support personnel should be knowledgeable and technically trained to answer/resolve system technical support problems. The help desk staff should be able to answer "how to" type questions about the system as well as questions about hardware and internet setting configurations.

- a. When MoDOT staff calls the help desk/technical support, the contractor's technical support staff should not place the MoDOT caller on hold for more than five (5) minutes. If unable to connect the MoDOT caller to talk to an actual help desk/technical support person that can assist them with their problem(s) within the aforementioned 5 minute period, the technical staff should inform the MoDOT caller that they'll need to call them back. Call back response shall be pursuant to paragraph 4.2.4. The contractor's staff merely picking up the phone to indicate for the caller to continue holding or other similar type message shall not meet this requirement. Merely answering the phone and assigning a case number to a problem shall not meet the technical response time requirements of the RFP.
 - b. When calling back to MoDOT to report progress or answer help desk questions and the help desk staff are unable to reach MoDOT staff by telephone, the help desk staff should make at least two additional attempts within the next business hour to respond to the help desk inquiry/issue. The help desk/technical staff may leave a voice message for the MoDOT caller but such message must indicate the contractor's staff person's name, time called, and description of how to return the call to obtain further assistance.
 - c. If investigation and research is required by technical staff and the problem cannot be resolved or question answered immediately, then the help desk/technical support staff should call back within two (2) hours to report progress on the problem's resolution. Help desk staff should continue, on a daily basis or other basis agreed upon between MoDOT and contractor, to keep MoDOT staff informed on progress of the problem's resolution.
- 4.3.9 The contractor shall keep a log of all maintenance/technical support calls made to the help desk/technical support personnel and document the complaints and problems reported to the help desk system whether made by MoDOT or by MoDOT vendors utilizing the website. The log shall be made available to MoDOT as part of monthly reporting as well as any other time upon request by MoDOT. This report(s) shall be delivered to or made available to MoDOT no later than by the end of business (5:00 p.m. Central Time) on the fifth calendar day of every month. The log must at a minimum contain the following information:
- a. Time of call;
 - b. Name of Caller;
 - c. Caller's Organization/Agency Name;
 - d. Caller's telephone number and/or email address;
 - e. Description of Reported Problem/Complaint;
 - f. Indication of whether the problem/complaint was resolved at time of call;
 - g. Description of any follow up investigation/resolution plans;
 - h. Assigned Case number if resolution not provided during call; and
 - i. Date of and Description of Final Resolution.
- 4.3.10 It is highly desirable that the contractor provide electronic support. Electronic support includes the ability to report problems to the contractor on-line, the ability to browse a database containing problems, technical questions, and the ability to fix problems electronically.
- 4.3.11 MoDOT reserves the right to determine and assign levels of severity for the issue/support problems. The severity of the issue/support problem shall determine the problem resolution response time in any calendar month of the contract as follows:
- a. Severity Level 1 shall be defined as urgent situations, when MoDOT's system is down and MoDOT or MoDOT vendors are unable to use the electronic plans room, the contractor's technical support staff shall accept the call for assistance at the time MoDOT places the initial call; however if such staff is not immediately available, the contractor shall return the call within thirty (30) minutes. The contractor shall resolve Severity Level 1 problems as quickly as possible, which shall not exceed fourteen (14) hours, unless otherwise authorized in writing by MoDOT.

- b. Severity Level 2 shall be defined as critical system component(s) that has significant outages and/or failure precluding its successful operation, or possibly endangering MoDOT's environment. The electronic plans room may operate but is severely restricted. The contractor's technical support staff shall accept MoDOT's call for assistance at the time MoDOT places the initial call; however if such staff is not immediately available, the contractor shall return MoDOT's call within thirty (30) minutes. The contractor shall resolve Severity Level 2 problems as quickly as possible, which shall not exceed thirty-six (36) hours, unless otherwise authorized in writing by MoDOT.
- c. Severity Level 3 shall be defined as a minor problem that exists with the electronic plans room but the majority of the functions are still usable and some circumvention may be required to provide service. The contractor's technical support staff shall accept MoDOT's call for assistance at the time MoDOT places the initial call; however if such staff is not immediately available, the contractor shall return MoDOT's call on average within thirty (30) minutes. The contractor shall resolve Severity Level 3 problems as quickly as possible, which shall not exceed eight (8) business days, unless otherwise authorized in writing by MoDOT.

4.3.12 Problem Resolution Response Time: The State of Missouri defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by MoDOT and the system error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by MoDOT in accordance with the aforementioned severity level provisions.

4.4 Support Services for Ordering Printed Plan Sheets:

4.4.1 The contractor must provide printed plan sheets to requesting vendors. All costs for printed plan sheets shall be paid by the requesting vendor. All print fees associated with this print service provided by the contractor must be specified on in Exhibit A and shall be firm, fixed throughout the duration of the contract for MoDOT vendors requesting prints of plan sheets.

- a. Please note that MoDOT may have an independent obligation under state law to provide plan sheets, specifications, drawings and other documents to anyone who requests them, at the rate per page provided by state law or regulation. This state-mandated rate, and any associated mailing charges, may be more or less than the rates charged by the contractor under this agreement. The time it would take an individual to obtain such public documents from MoDOT would generally be significantly longer than would be the time it would take to obtain them through the Electronic Plans Room contractor by download or by express delivery services.

4.4.2 MoDOT vendors must be able to establish an account with the contractor, and request prints both on-line and by phone.

4.4.3 In addition to electronic means, MoDOT vendors must have the ability to place a plan sheet order by phone. The contractor must have phone accessibility for the placement of orders from 7:00 AM to 5:00 PM CST, Monday through Friday, excluding State of Missouri holidays.

4.4.4 The contractor must have the capability to provide black/white prints of contract plan drawings at the following possible monthly volumes:

- a. 290,880 units for 8 ½" x 11" sheets;

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- b. 267,840 units for 11" x 17" (B-size) and 22" x 34" (D-size) sheets

4.4.5 The contractor must print reductions and enlargements from 50% to 200% at the request of the MoDOT vendor.

4.4.6 The contractor must provide printing services 52 weeks per year and operate to accommodate the turn around times stated below, regardless of the day of the week the request is received.

- a. The contractor must distribute plan sheets to MoDOT, consultants and vendors in any quantity within one (1) business day of receipt of request. Requests may be for full or partial sets.
 - b. The contractor must distribute addenda package(s) to contractors who have previously purchased printed plan sheets. A report of proof of receipt of the addenda package(s) by MoDOT registered vendors must be provided to MoDOT within 48 hours of receipt. Verification of receipt may include certified mail, fax or e-mail.
- 4.4.7 The contractor must deliver contract plan drawings via express mail services to MoDOT's plan holders at the plan holders' expense. The contractor must post to their website information informing plan holders regarding delivery expenses for shipping plan documents.
- 4.4.8 The contractor should have an online or electronic mechanism to allow vendors to check the status and delivery progress of shipped plan sheets.
- 4.4.9 The contractor shall be responsible for the reliability of all delivery times, which includes assuming liability and responsibility for delivery problems.
- 4.4.10 The contractor must provide MoDOT vendors the option to pick up contract plan drawings directly from the contractor's distribution center within one (1) business day of ordering prints.
- a. If the contractor provides multiple print distribution centers, MoDOT vendors must have the ability to specify which print site location they choose to pick up prints from.
- 4.4.11 For the vendor(s) who have received the letting award for a MoDOT project, the contractor must ship to the awarded vendor two (2) D-sized sets and ten (10) B-sized sets of plan sheets. This quantity may vary from time to time. These sets of plan sheets must be billed to MoDOT at the printing cost defined in Exhibit A as part of MoDOT's standard monthly billing. MoDOT will provide a list of the awarded vendors prior to shipping. Standard printing and delivery time requirements defined herein must apply.

4.5 Reporting & Tracking:

- 4.5.1 The contractor must provide multiple Plans Room Administrator Ids that are separately trackable through the electronic plans room website.
- 4.5.2 The contractor must maintain an activity log containing the following:
- a. Total number of individuals who have accessed the plans room
 - b. The vendors who have downloaded plan sheet(s) or obtained prints thereof and the specific plan sheet(s) downloaded or printed.
- 4.5.3 The plans room activity log must be userid/password protected and accessible on-line to authorized MoDOT personnel. Multiple MoDOT personnel must be able to access the log at the same time.
- 4.5.4 The contractor must provide to MoDOT, upon request, in electronic file format as approved by MoDOT, by vendor number the e-mail addresses that have been collected as a result of maintaining MoDOT's electronic plans room.

4.6 Illicit Code:

- 4.6.1 The contractor must warrant that unless necessary to perform valid duties under this contract or can be verified and documented as to not cause harm to the state's operating environment and/or utilization of the system, any system programs developed or provided by the contractor under this contract to the State of Missouri shall: (i) contain no hidden files; (ii) not replicate, transmit, or activate itself without control of a person operating computing equipment on which it resides; (iii) not alter, damage, or erase any data or computer programs without control of a person operating the computing equipment on which it resides;

(iv) contain no virus or similar code known or unknown to the contractor; (v) contain no enabled restrictive key, node lock, time-out or other function, whether implemented by electronic, mechanical, or other means, which limits/hinders the use or access to any software programs based on residency on a specific hardware configuration, frequency of duration of use, or other limiting criteria (the matters described in (i) - (v) comprise illicit code).

4.6.2 Provided and to the extent any program has the foregoing attributes described in (i) through (iv) above, and notwithstanding any other provision of this contract to the contrary, the contractor shall be considered in default of this contract, and no cure period shall apply unless contractor can demonstrate that it took reasonable steps to prevent the presence of Illicit Code in the Licensed System, in which case contractor may receive a cure period of forty-eight (48) business hours to remove the Illicit Code. At the request of the State of Missouri, the contractor must remove any such illicit code from the Licensed System. In addition to any other remedies available to it under this contract, the State of Missouri reserves the right to pursue any civil and/or criminal penalties available to it against the contractor. The contractor agrees, in order to protect the State of Missouri from damages which may be intentionally or unintentionally caused by the introduction of such illicit code to the State of Missouri's computer network, no software, plug-in, or other electronic file shall be installed, executed, or copied on the State of Missouri's equipment without the express approval of the MoDOT's Program Manager.

4.6.3 If the software contains a restrictive key, expiration date, or other limiting function as described in (v) above, such restrictive function must be disabled or otherwise prevented from expiring, limiting or hindering the use or access of the software or data under this contract.

4.7 Upgrades/Replacements:

4.7.1 The contractor shall agree and understand that the State of Missouri reserves the right to bid out any future upgrades and/or replacements.

4.8 Project Assessment Quotation (PAQ):

4.8.1 Project Assessment Quotations: For customization of the system not described in the RFP (outside of the contract requirements included herein and/or for undefined areas of scope of work requests), the contractor shall understand and agree the state agency shall utilize the Project Assessment Quotation (PAQ) as a means (1) to identify the specific tasks to be performed and (2) to mutually agree upon the total price to be paid to the contractor upon completion of the specified tasks. The PAQ process shall occur in a controlled sequence of proposals and approvals by the agency's designated Project Director as outlined below. The contractor shall understand and agree that the general protocol for PAQ workflow shall be as described below:

a. **STEP 1: PAQ REQUEST**

The agency's designated Project Director will present a written request for each PAQ to the contractor, in a standard format. The agency's request must explain the scope of the project and the tasks the agency desires the contractor to perform, including applicable business and technical specifications.

b. **STEP 2: DRAFT PAQ**

The contractor must respond (within a prescribed number of days mutually agreed upon by the state agency and the contractor) to each such PAQ request from the agency's designated Project Director with a draft PAQ which provides a statement of cost (based upon the hourly/daily rates specified on the pricing pages) and time, technical and strategic alternatives, and solution recommendations.

c. **STEP 3: APPROVAL OF DRAFT PAQ**

If the draft PAQ is approved by the agency's designated Project Director, the contractor must then prepare a final PAQ for resubmission to the agency's designated Project Director for final approval.

d. **STEP 4: FINAL PAQ**

The contractor's final PAQ must include:

- 1) contract number;
- 2) state agency name/address
- 3) state agency designated project director name and phone number
- 4) contractor contact name and phone number
- 5) brief title of specific PAQ
- 6) final PAQ issue date
- 7) a detailed itemization and description of all of the project tasks which shall be completed by the contractor (i.e. project work), including requirements for and specified frequency of any required status reports; the specified project tasks and deliverables must be clearly stated and must be quantifiable;
- 8) the firm, fixed total number of project hours for contractor personnel and the firm, fixed cost (based upon the hourly/daily rates specified on the pricing pages)
- 9) detailed completion schedule for each task/component of the project work;
- 10) mutually agreed upon turnaround times for the agency's designated Project Director to review, approve and formally accept or reject the components of the contractor's project work in accordance with the approved final PAQ;
- 11) mutually agreed upon milestones for compensation of project costs for the contractor's project work, including any mutually agreed upon holdbacks for specified deliverables and holdback release time frames for specified deliverable completion;
- 12) identification of the specific tasks within each component of the PAQ which must be completed by state agency personnel;
- 13) signature and date lines for both the contractor and the agency's designated Project Director to signify approval.
- 14) the contractor's final PAQ must also include all travel-related expenses if services are requested to be provided on-site; however, travel time from the consultant's office or residence to the state agency facility and travel time from the state agency facility to the consultant's office or residence shall not be considered billable time and shall not be included in the contractor's firm, fixed total number of project hours for contractor personnel stated in the contractor's final PAQ.

e. **STEP 5: APPROVAL OF FINAL PAQ**

The contractor and the agency's designated Project Director must indicate mutual acceptance of the final PAQ by signing and dating the final PAQ. The agency's designated Project Director (1) must retain one signed copy; (2) must forward a copy to the Division of Purchasing and Materials Management for inclusion in the contract file and (3) must send one copy to the contractor.

f. **STEP 6: AUTHORIZATION TO PROCEED/ PAQ PROJECT WORK**

An approved final PAQ alone does not constitute an authorization to proceed with project work. Before proceeding with project work, the contractor must receive a properly authorized Contract Release Order except the state agency may authorize an obligation of less than \$25,000 pursuant to the terms of the contract without the official encumbrance of funds. Project work shall include the contractor's completion of the tasks identified in the final PAQ.

g. **STEP 7: FORMAL ACCEPTANCE**

Upon the completion of all project work of a given PAQ, the contractor must notify the agency's designated Project Director in writing and shall submit an invoice in accordance with the PAQ approved by the agency's designated Project Director. The agency's designated Project Director shall review, approve and formally accept or reject the components of the PAQ project work in accordance with the turnaround time outlined in the PAQ. Formal acceptance shall not be unreasonable delayed or withheld by the state.

h. **STEP 8: COST RECOVERY FOR CONTRACTOR**

Project costs for the PAQ project work shall be reimbursable upon formal acceptance by the agency's designated Project Director in accordance with the milestones for compensation outlined in the PAQ.

i. GENERAL REQUIREMENTS

- 1) The contractor shall submit draft and final PAQs in a timely manner. The state agency and the contractor shall mutually agree upon the prescribed number of days for the contractor to submit the draft and final PAQs.
- 2) The agency's designated Project Director reserves the right to reject any contractor-submitted PAQ, and/or request the contractor to submit a revised PAQ with adjustments (revised cost, length of time, solution recommendation, etc).
- 3) The contractor shall not be paid for the preparation of the PAQ.
- 4) The contractor should provide a percentage discount to be applied to the contractor's hourly rates for projects/tasks that are of a three-month or greater duration.
- 5) A PAQ request, the draft and final PAQs, and the contractor's project work must be within the scope of the performance requirements identified in the contract which the contractor was awarded and must not change any provision of the contract.
- 6) Any changes to the PAQ must be formalized in writing as an official revision to the final PAQ. The format of PAQ revisions shall be consistent with the format of the final PAQ as outlined above, including the distribution of the original to the Division of Purchasing and Materials Management, a copy to the contractor and retaining a copy for the agency's designated Project Director. The contractor shall agree and understand the firm, fixed cost stated in the final PAQ shall not be increased unless the state agency requests a corresponding increase in the scope of work under the PAQ. If the scope of work does not increase, the contractor shall complete all work agreed upon in the PAQ at the firm, fixed cost stated in the PAQ.
- 7) The agency's designated Project Director shall have the right to terminate the PAQ at any time, for the convenience of the agency, without penalty or recourse, by giving written notice to the contractor at least five (5) working days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the agency's designated Project Director become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for that work completed pursuant to the PAQ prior to the effective date of termination.
- 8) The duration of any PAQ must not exceed the effective contract period.

4.9 Other:

- 4.9.1 Single Point of Contact: The contractor must function as the single point of contact for the state, regardless of any subcontract arrangements for all products and services. This shall include assuming responsibility and liabilities for all problems relating to all hardware, software and services provided.
- 4.9.2 Travel Expenses: No additional travel expense payments and/or reimbursements shall be made to the contractor for providing the onsite services described herein. If travel expenses are incurred in providing onsite services to MoDOT, then such travel expense must be reflected in the pricing specified in Exhibit A.

5. OFFEROR'S INSTRUCTIONS AND REQUIREMENTS

5.1 Preparation and Submission of Proposals:

5.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

5.1.2 Organization: In order to provide optimal readability of their proposal by evaluators, offerors are strongly encouraged to organize their proposal as follows:

- RFP/Amendments - Signed RFP and RFP Amendment Cover Pages
- Table of Contents
- Transmittal Letter/Executive Summary
- Exhibit A - Cost (Pricing Pages)
- Exhibit B - Technical Capabilities and Documentation
- Exhibit C - Method of Performance
- Exhibit D - Experience, Expertise, and Reliability
- Exhibit E - MBE/WBE Participation
- Exhibit F - Other Requested Information

5.1.3 Conciseness/Completeness of Proposal: It is highly desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in their proposals as it relates to the evaluation categories. The State of Missouri is under no obligation to solicit such information if it is not included in the offeror's response. The offeror's failure to submit such information may cause an adverse impact on the evaluation of their proposal. However, unnecessary information should be excluded from the offeror's proposal. The offeror is advised that the subjective evaluation of the proposal is based upon substance, quality of content, clarity of information – *not* length.

5.1.4 Copies: The offeror's proposal should include an original document, plus seven copies for a total of **eight (8)** documents. **In addition, the offeror should provide electronic copies of their entire proposal on CD(s), including all exhibits and/or attachments, in Microsoft-compatible format WITH THE ORIGINAL DOCUMENT AND WITH EACH OF THE PROPOSAL COPIES.**

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal

5.1.5 Open Records: The offeror's proposal shall be considered open record upon award of the RFP pursuant to Section RSMo 610.021 (State of Missouri Revised Statutes), which may be viewed at the following web site link: <http://www.moga.mo.gov/statutes/C600-699/6100000021.HTM>. The offeror shall not submit their entire proposal as proprietary or confidential. Also, the offeror shall not submit any part of their proposal as confidential unless the proprietary or confidential nature of the material is provided for in the above-referenced statute. Proprietary or confidential portions of the offeror's proposal allowed by the statute shall be separated, sealed and clearly marked as confidential. Also, the offeror shall provide adequate explanation of what qualifies the material as being held confidential under the provisions of the statute.

5.1.6 Imaging Ready: Each proposal received is scanned into the Division of Purchasing and Materials Management imaging system after a contract(s) is executed or after all proposals are rejected. In

preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposal. Glue bound materials should not be used.

5.1.7 **Preprinted Marketing Materials:** The offeror may submit preprinted marketing materials with the proposal. However, the offeror is advised that such brochures normally do not address the needs of the evaluators with respect to the technical evaluation process and the specific responses which have been requested of the offeror. The offeror is strongly discouraged from relying on such materials in presenting products and services for consideration by the state.

5.1.8 **Compliance with Terms and Conditions:** **Offerors are cautioned that the State of Missouri shall not award a non-compliant proposal.** Consequently, any offeror indicating non-compliance or providing a response in conflict with mandatory requirements, terms, conditions or provisions of the RFP shall be eliminated from further consideration for award.

- a. In responding to RFPs, some offerors respond with their organizations' standard contractual requirements, terms and conditions which often conflict with the RFP requirements, terms and conditions. To address this, upon signature of Exhibit F.1, the offeror has the ability to agree that, in such cases of conflict, the RFP requirements, terms and conditions shall prevail and apply to the contract and the conflicting offeror response shall be invalid and have no force or effect on the contract.

5.1.9 **Business Compliance:** The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that he/she and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable)
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

NOTE: The Secretary of State is responsible for the registration of all Missouri and out-of-state business entities doing business in Missouri. These business entities include: for profit and nonprofit corporations, limited liability companies, limited partnerships, and many others. Missouri corporations must file articles of incorporation, while out-of-state corporations must obtain a certificate of authority. In addition, all corporations must file various documents required by law, such as amendments, mergers, consolidation instruments, articles of dissolution and terminations. For further information please go to the following web site: <http://www.sos.mo.gov/business/corporations/> or contact the Corporations Division of the Secretary of State office located at the James C. Kirkpatrick State Information Center, P.O. Box 778, Jefferson City, Missouri 65102, Telephone: (573) 751-4153.

5.1.10 **Foreign Vendors:** If you are a foreign company and do not have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you will need to 1) complete the appropriate IRS W-8 form (found on the www.irs.gov website), 2) complete a State of Missouri Vendor Input Form located at www.oa.mo.gov/acct/ (on the right side of the screen under "FORMS") and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting

business with the state. Once the information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website (<https://www.moolb.mo.gov>).

- a. If your company is a foreign company and you have an Employer Identification Number assigned by the IRS, completing an IRS W-8 form will not be necessary and you may register as a vendor with the State of Missouri through the On-Line Bidding/Vendor Registration System website by using the Employer Identification Number assigned to your company by the IRS.
- b. When submitting your bid/proposal, attach a note to the front page advising DPMM whether you have (1) submitted a W-8 prior to submission of the bid/proposal, (2) included the completed W-8 form with your bid/proposal, or (3) registered with the State of Missouri through the On-Line Bidding/Vendor Registration System website using your Employer Identification Number.

5.2 Evaluation:

- 5.2.1 After determining that a proposal satisfies the mandatory requirements, the evaluator(s) shall use both objective and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

Cost	40%
Technical Capabilities and Documentation.....	30%
Method of Performance.....	15%
Experience, Reliability & Economic Impact	10%
MBE/WBE Participation.....	5%

- 5.2.2 Cost Evaluation: The evaluation shall cover the original contract period plus renewal periods. The cost evaluation shall include all mandatory requirements. However, the State of Missouri reserves the right to evaluate items proposed as optional items, if deemed necessary to meet mandatory requirements. NOTE: The costs for training services, discounts, and PAQ consulting rates may be considered in the subjective evaluation of the offeror's method of performance.

- a. The cost evaluation shall be based upon the following scenario for Upload Transaction Fee, the Addenda Package Upload Fee and the Print Orders for the initial contract period and for each of the renewal option periods (for evaluation purposes only the scenario shall assume the initial contract period start date is January 1, 2007 and maintenance billing start date of May 1, 2007 for ease of deriving costs):
 - 1) In Exhibit A, the Upload Transaction Fee amount for each plan sheet shall be multiplied by 129 plan sheets to obtain the anticipated average amount per bid call. This result will then be multiplied by 35 which is the average number of bid calls per month and thus will be further calculated to derive the anticipated amount total for the year. The initial contract period will result in a prorated amount due to the 30 month term.

PARAGRAPH REVISED BY AMENDMENT #001

- 2) It shall be assumed that there will be eighteen (18) Addenda Packages Uploaded per month. *It shall also be assumed that there will be 15 vendors per month that will require Addenda Packages to be printed and delivered to them per month.*

PARAGRAPH REVISED BY AMENDMENT #001

- 3) It shall be assumed that there will be print orders equaling **400,000** sq. ft per month. *The State of Missouri makes no guarantees about single order quantities or total aggregate order quantities.*

PARAGRAPH REVISED BY AMENDMENT #001

- b. The total costs for the scenarios described above (*to include renewal option pricing*) shall be added to the total one-time initial website customization costs and the total system maintenance/technical support costs (*to include renewal option pricing*) to derive a grand total anticipated cost for the life of the contract. This grand total cost shall serve as the basis for the assignment of cost points.

5.2.3 Subjective Evaluation: The evaluation of the offeror's technical capabilities and documentation, as well as, the offeror's method of performance, experience, reliability, and economic impact to Missouri shall be subjective based on fact. Information provided by the offeror in response to the exhibits of this RFP, as well as information gained from any other source during the evaluation process, may be used in the subjective evaluation.

- a. The accessibility of the offeror's proposed product(s) will be considered in the subjective evaluation. The state recognizes that many commercial products do not conform 100% to the accessibility standards. Therefore, in evaluation of technical capabilities, the state shall subjectively evaluate the offeror's proposal based on the degree of conformance to the accessibility standards (see Paragraph 3.1.10 and Exhibit B, IT Accessibility Conformance Matrix). The subjective evaluation of accessibility will be subservient to the general, technical and functional requirements of the product.

5.2.4 Question and Answer Conference: After an initial screening process, a question and answer conference may be conducted with the offeror, if deemed necessary. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's own expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.

5.2.5 Demonstration of System: The offeror may be required to provide a demonstration of his/her system's capabilities at a site he/she deems appropriate and that is reasonably accessible to the evaluators. The demonstration should be constructed to both clarify and verify the offeror's response. Travel expenses incurred by evaluation team members will be the responsibility of the State of Missouri.

5.2.6 Competitive Negotiation of Proposals: The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- a. Negotiations may be conducted in person, in writing, or by telephone.
- b. Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- c. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- d. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

5.3 Offeror's Response to Evaluative Criteria:

5.3.1 Cost: The offeror must respond to Exhibit A with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract period stated

on page one. UNLESS STATED HEREIN, THE STATE SHALL ASSUME ABSOLUTELY NO OTHER COSTS EXIST TO SATISFY THE RFP'S REQUIREMENTS. Therefore, the successful offeror shall be responsible for any additional costs.

- 5.3.2 Technical Capabilities and Documentation: The offeror should provide information relative to the technical capabilities and documentation of the system as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit B for the purposes of evaluating the technical capabilities and documentation of the offeror's organization.
- 5.3.3 Method of Performance: The offeror should provide information relative to the method of performance as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit C for purposes of evaluating the method of performance.
- 5.3.4 Experience, Reliability and Economic Impact to Missouri: The offeror should provide information relative to the offeror's experience, reliability and economic impact to Missouri as it relates to the requirements of this RFP. It is highly desirable that the offeror respond to the information requested in Exhibit D for purposes of evaluating the offeror's experience, reliability and economic impact to Missouri.
- 5.3.5 Evaluation of Offeror's Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation: In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, it is desired the offeror secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract. The offeror should provide information relative to the offeror's organization's commitment to MBE/WBE participation as it relates to the requirements of this RFP in Exhibit E.

5.4 Other Requested Information:

- 5.4.1 The offeror should respond to the information requested in Exhibit F, Other Information.

EXHIBIT A
Cost (Pricing Pages)

EXHIBIT REVISED BY AMENDMENT #001

A.1 REQUIRED PRICING

The offeror shall complete the following required cost pricing tables (or in a form similar to the pricing tables) and provide firm, fixed pricing necessary to meet the requirements of the RFP. In the table below, these are the fees to be paid by MoDOT. No travel expense payments and/or reimbursements shall be made to the contractor for providing the onsite services. If travel expenses are incurred in providing onsite services to MoDOT, then such travel expense must be reflected (included) in the pricing specified in Exhibit A.

UNLESS STATED IN EXHIBIT A, THE STATE SHALL ASSUME THAT ABSOLUTELY NO OTHER FEES OR CHARGES WILL BE ASSESSED TO THE STATE WHATSOEVER IN CONNECTION WITH THE PROVISION OF PRODUCT/SERVICES HEREIN AND TO SATISFY THE RFP REQUIREMENTS.

DESCRIPTION	UNIT OF MEASURE	PRICE
Initial website customization pursuant to 3.4.4 including project planning, implementation and technical support services, execution, customization, plan holder/vendor database set up, and other tasks required for system go-live.	Total one-time cost	\$_____
System Maintenance/Technical Support This monthly fee includes all necessary costs to fulfill the database maintenance, system maintenance and technical support requirements specified in RFP and the support provisions specified by the offeror in Exhibits B & C.	Per Month	\$_____
Upload Transaction Fee This fee must include the necessary costs to fulfill the requirements of the RFP (i.e., administrative services, unlimited downloads, tracking / reporting, archiving, etc). This fee shall be based on the upload of each plan sheet regardless of file size. <u>Exception:</u> this fee will not cover, addenda packages and the notification requirements associated thereof, the specific hard copy print orders (refer to paragraph 4.4.1) and the Project Assessment Quotation (PAQ) consulting pricing (refer to Section 4.8). These costs should be specified in the Other Costs Tables A.2.	Each Plan Sheet	\$_____
Addenda Package Upload Fee There may be multiple pages, plan sheets, etc within one Addenda Package File, however, the MoDOT will send a single PDF file containing all the Addenda package information (refer to Definitions Section 2.1). The offeror must provide a single upload fee for this addenda package file regardless of file size. This Addenda Package Upload Fee must include the necessary costs to fulfill the requirements of the RFP related to the addenda package (i.e., administrative services, unlimited downloads, tracking / reporting, notifications, archiving, etc).	Each Addenda File	\$_____
Addenda Package Print Order Fee <i>For distribution of addenda package(s) to contractors who have previously purchased printed plan sheets to include all reporting and notification requirements thereof (see paragraph 4.4.6 b) and all delivery/shipping charges.</i>	Each Addenda Package per Vendor	\$_____

EXHIBIT REVISED BY AMENDMENT #001**A.1 REQUIRED PRICING - continued**

Pursuant to RFP Section 4.4, all costs for printed plan sheets must be specified on in Exhibit A and shall be firm, fixed throughout the duration of the contract for MoDOT and vendors requesting prints of plan sheets.

Firm, Fixed Printing Costs (refer to RFP Section 4.4)		
Description	Unit of Measure	Print Cost
Print Charges for Plan Sheets The offeror must provide a single per square foot price for all printing requirements specified in the RFP. <i>Pricing shall be for actual square foot measurements (i.e., no rounding up of measurements).</i>	Per Square Foot	\$ _____

A.2 OTHER COSTS

The offeror must state below all applicable costs necessary to satisfy the requirements of the RFP. Unless stated in Exhibit A, the state shall assume that absolutely no other fees or charges, including upgrade fees, will be assessed to the state whatsoever in connection with the license granted herein and to satisfy the RFP requirements.

Description	Unit of Measure	Unit Cost
Training Services	Per Day	\$ _____
PAQ / Custom programming services (Refer to Section 4.8)	Hourly	\$ _____

A.3 OPTIONAL PRICING

The offeror may provide firm, fixed pricing for optional features, expansion options and/or enhancements for the proposed system solution. Please include other system options that are not included with the system license, but sold and maintained separately. Also list any pricing discounts.

Description	Unit of Measure	Unit Cost

A.4 RENEWAL OPTIONS FOR ALL ITEMS

The Division of Purchasing and Materials Management shall have the sole option to renew the contract in one (1) year increments, or a portion thereof, for a maximum total of five (5) additional years.

If the option for renewal is exercised by the Division of Purchasing and Materials Management, in no event shall pricing increases exceed 4% of the previous year's pricing during these extension periods, unless a lesser percentage is indicated below. However, before any price increase is accepted by the state at the time of renewal, the contractor must justify in writing the reasons that merit the price increase. The contractor must be able to explain what benefits the state is receiving in return for the 4% increase in fees.

The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum percent of increase and reserves to offer or to request renewal of the contract at a price less than the maximum percent of increase stated.

It is desired that the offeror propose a lesser percentage capped price increase over the previous year's pricing for the five additional one-year periods described in the above paragraph. If proposing a percentage lower than 4% as described above then state such lower percentage below:

In no event shall price increases exceed _____% of the previous year's pricing during these extension periods.

NOTE: if left blank or quoting a percentage that is not lower than 4% then the 4% capped increase shall govern for these extension periods.

EXHIBIT B
Technical Capabilities and Documentation
(evaluation 30%)

The evaluation of the technical capabilities and documentation of the products offered shall be subjective based on the specifications and requirements stated herein. Therefore, the offeror should present detailed descriptions of all products proposed. The following information should be provided by the offeror in order to verify the technical capabilities and documentation of the proposed system. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

B.1 TECHNICAL CAPABILITIES

- 1) The offeror should describe how the proposed system would meet each of the functional requirements stated in the Technical Specifications section of the RFP. **For each of the technical specifications described in sections 3, the offeror should describe how (including the process involved) the requirements will be fulfilled by the proposed solution and to what degree the desirable specifications are met and/or exceeded. Wherever appropriate, please provide actual computer screen shots, sample reports, or diagrams to provide further clarity/explanation of the proposed solution's ability to fulfill the requirements.** A simple "yes, no, or compliant" response does not fulfill this description request. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied. **PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH TECHNICAL SPECIFICATION.** The offeror should present a detailed description of all products and services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all products proposed are adequately described. It should not be assumed that the evaluator has specific knowledge of the products proposed; however, the evaluator does have sufficient technical background to conduct an evaluation when presented complete information.

In responding to the Section 3 RFP paragraphs, the following lists specific requests for information related to particular technical specifications of Section 3 that the offeror should include in their descriptive responses:

RFP Paragraph #	In addition to the offeror's description of how (including the process involved) the requirements will be fulfilled by the proposed solution, the offeror's response should also include information related to the following:
3.1.1	Describe any other functions your system provides that may be of interest to MoDOT, but are not required by this RFP ("exceeding" requirements). The offeror should provide a list, with descriptions, of all features and functions in the electronic plans room website that will become a part of MoDOT's website, that <i>have not</i> been specifically addressed by other requirements within this RFP.
3.1.2	For the server(s), including backup server(s) and any other server, that will be dedicated or available for utilization for the Missouri electronic plans room system, the offeror should provide information regarding the server location(s), the number of servers per location, the main function of each server at each location (i.e., web server, backup server, including indication whether the server is dedicated solely to MoDOT content/services or if the server is shared with other client content/services, etc) and the technical specification descriptions of the servers.

EXHIBIT B - Continued
Technical Capabilities and Documentation

3.1.3	Briefly describe the architecture or software utilized for the system and each of the modules used in the system and further describe generally how each of the components interface with each other.
3.1.8 & 3.1.9	The offeror should include, as part of their proposal, a complete electronic set of specification/documentation, including user documentation and other manuals that support the proposed solution. NOTE: Such documentation cannot be kept confidential unless the proprietary pages are marked "Confidential" and those pages are sealed within the proposal. However, in accordance with the Open Records Law, RSMo 610.021, the offeror may only seal and mark "Confidential" those pages which are documentation for the software code or which detail scientific and technological innovations in which the owner has a proprietary interest.
3.1.10	<p>Product IT Accessibility: As explained under "Accessibility Compliance" in the Technical Requirements section 3 of this document, the State of Missouri is mandated to make information technologies accessible to individuals with disabilities and has established statewide accessibility standards (Missouri Information Technology (IT) Accessibility Standards http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm) which must be followed in the state's acquisition of IT products. Therefore, the offeror must provide a description of each proposed product's conformance with the Missouri IT Accessibility Standards by means of completing either a Voluntary Product Accessibility Template (VPAT) (www.itic.org/policy/508/Sec508.html) or other comparable document (see Table B.1A below). <u>If a product does not conform completely to a given Missouri IT Accessibility Standard, the offeror must disclose the non-conformance as part of the VPAT or comparable document.</u></p> <p><u>HELPFUL RESOURCES REGARDING IT ACCESSIBILITY:</u></p> <p>The link references below should help offerors in determining the degree of conformance of their software products. The first link is the tutorial from the Access Board on the accessibility standards. Next is a link to the Access Forum's Paper Tool which provides a discussion of each access standard and techniques for reviewing and deciding if the product meets that standard. This link is to one large document for all access standards so offerors will have to go to the software section for the software standards. Third link is the same type document that is used by a federal agency in reviewing products for conformance to the software standards.</p> <p>http://www.access-board.gov/sec508/software-tutorial.htm; http://accessibilityforum.org/paper_tool.html; and http://www.tvworldwide.com/ittact/030813/Cannady_procured_software_v1.doc</p>

EXHIBIT B - Continued
Technical Capabilities and Documentation

3.1.10	<p>The offeror should also provide a written description of compatibility with the following commonly used assistive technology products and a description of the process used to evaluate compatibility:</p> <ul style="list-style-type: none"> • JAWS, • Window Eyes, • ZoomText, • MAGic, and • Dragon Naturally Speaking.
3.1.10	<p>The offeror should identify whether they have an accessibility coordinator that will be responsible for ensuring conformance to IT accessibility standards during product customization and in the final version deployment. Provide a description of the accessibility coordinator's experience and expertise in developing/customizing products to conform with IT accessibility standards.</p>
3.2.1	<p>Provide information on the server(s) used for the centralized database, including type of storage, provisions for server or controller redundancy, and mean time between failures for the processor and the disk subsystem.</p>
3.2.5	<p>Describe your current Disaster Recovery Process/Plan (DRP) to include contingency plans for partial system failures. Discuss the disaster recovery features/plans and how the database and website is restored in the event of hardware or software failures, or errors caused by human error. Describe the frequency used to test the disaster recovery plan as well as the testing methodology. Describe your procedures for handling the following situations:</p> <ol style="list-style-type: none"> a. What happens when the telecommunication lines are down? b. What happens, for example, when a severe ice storm occurs?
3.2.6	<p>The offeror should describe how they protect their system environment from viruses. Over the past three years, how frequently have viruses been detected in your current environment? Describe steps taken to resolve these detected viruses and the impact the viruses had on the system.</p>
3.3.2	<p>Provide a description of the independent Internet paths and the pipeline speeds.</p>
3.3.6	<p>The offeror should indicate their current website(s) performance measures for the past calendar year. Indicate percentage of operational uptime for each month for the past calendar year. Describe your current method of monitoring website performance and transactions. Please provide sample web site performance reports.</p>
3.4.10	<p>Explain how the system imports electronic data files to populate records. List the import routines and the standard format. Please provide sample import script layouts.</p>
3.4.12	<p>In non-technical terminology, explain how your system works and provide a diagram illustrating the basic system configuration. This description should include the proposed system's organization format, record format, and underlying data base management system(s).</p>
3.4.15	<p>Describe the plan sheets querying/searching capabilities and functions in the system</p>
3.5.2	<p>Explain how system logins are tracked and audited in accordance with MoDOT's vendor numbers.</p>

EXHIBIT B SECTION B.1 CONTINUED**TABLE B.1A IT ACCESSIBILITY CONFORMANCE MATRIX**

IT Accessibility Standards (Reference State of Missouri IT Accessibility Standards at http://www.oa.mo.gov/itsd/cio/standards/ittechnology.htm)			
No.	<u>Accessibility Requirement</u>	<u>Supporting Features / Functions of the System</u>	<u>Development/Testing</u>
		<ul style="list-style-type: none"> Describe how and/or to what degree the proposed system <u>fulfills</u> the accessibility standards 	<ul style="list-style-type: none"> Describe whether the proposed system was or will be developed aligne with MicroSoft Active Accessibility (MSAA). Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.
Software Applications and Operating Systems			
1.	When software is designed to run on a system that has a keyboard, product functions shall be executable from a keyboard where the function itself or the result of performing a function can be discerned textually.		
2.	Applications shall not disrupt or disable activated features of other products that are identified as accessibility features, where those features are developed and documented according to industry standards. Applications also shall not disrupt or disable activated features of any operating system that are identified as accessibility features where the application programming interface for those accessibility features has been documented by the manufacturer of the operating system and is available to the product developer.		
3.	A well defined on-screen indication of the current focus shall be provided that moves among interactive interface elements as the input focus changes. The focus shall be programmatically exposed so that assistive technology can track focus and focus changes.		

EXHIBIT B SECTION B.1 CONTINUED**IT ACCESSIBILITY CONFORMANCE MATRIX - continued**

No.	<u>Accessibility Requirement</u>	<u>Supporting Features / Functions of the System</u>	<u>Development/Testing</u>
		<ul style="list-style-type: none"> Describe how and/or to what degree the proposed system fulfills the accessibility standards 	<ul style="list-style-type: none"> Describe whether the proposed system was or will be developed align with MicroSoft Active Accessibility (MSAA). Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.
4.	Sufficient information about a user interface element, including the identity, operation and State of the element, shall be available to assistive technology. When an image represents a program element, the information conveyed by the image must also be available in text.		
5.	When bitmap images are used to identify controls, status indicators, or other programmatic elements, the meaning assigned to those images shall be consistent throughout an application's performance.		
6.	Textual information shall be provided through operating system functions for displaying text. The minimum information that shall be made available is text content, text input caret location, and text attributes.		
7.	Applications shall not override user selected contrast and color selections and other individual display attributes.		
8.	When animation is displayed, the information shall be displayable in at least one non-animated presentation mode at the option of the user.		
9.	Color-coding shall not be used as the only means of conveying information, indicating an action, prompting a response, or distinguishing a visual element.		

EXHIBIT B SECTION B.1 CONTINUED**IT ACCESSIBILITY CONFORMANCE MATRIX - continued**

No.	<u>Accessibility Requirement</u>	<u>Supporting Features / Functions of the System</u>	<u>Development/Testing</u>
		<ul style="list-style-type: none"> Describe how and/or to what degree the proposed system fulfills the accessibility standards 	<ul style="list-style-type: none"> Describe whether the proposed system was or will be developed align with MicroSoft Active Accessibility (MSAA). Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.
10.	When a product permits a user to adjust color and contrast settings, a variety of color selections capable of producing a range of contrast levels shall be provided.		
11.	Software shall not use flashing or blinking text, objects, or other elements having a flash or blink frequency greater than 2 Hz and lower than 55 Hz.		
12.	When electronic forms are used, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.		
Web-based Intranet and Internet Information and Applications			
13.	A text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information, which shall comply with (21) of this section.		
14.	Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup.		
15.	Documents shall be organized so they are readable without requiring an associated style sheet.		
16.	Redundant text links shall be provided for each active region of a server-side image map.		
17.	Row and column headers shall be identified for data tables.		

EXHIBIT B SECTION B.1 CONTINUED**IT ACCESSIBILITY CONFORMANCE MATRIX - continued**

No.	<u>Accessibility Requirement</u>	<u>Supporting Features / Functions of the System</u>	<u>Development/Testing</u>
		<ul style="list-style-type: none"> Describe how and/or to what degree the proposed system fulfills the accessibility standards 	<ul style="list-style-type: none"> Describe whether the proposed system was or will be developed align with MicroSoft Active Accessibility (MSAA). Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.
18.	<p>Captioning, video description or other equivalent alternatives for multimedia presentations, excluding live Webcasts, shall be provided in synchrony with the presentation, and in accordance with the following:</p> <p>(i) Captioning shall be provided for multimedia presentations that contain speech or other audio information necessary for the comprehension of the content in accordance with the schedule established in Paragraph (c) under Video and Multimedia Products.</p> <p>(ii) Video description shall be provided for multimedia presentations that contain visual information necessary for the comprehension of the content, in accordance with the schedule established in Paragraph (d) under Video and Multimedia Products.</p> <p>(iii) Live Webcasts that contain speech or other audio information necessary for the comprehension of the content, shall be captioned in accordance with the following schedule with priority given to content of statewide importance and events that do not provide the opportunity to request individual accommodations.</p>		

EXHIBIT B SECTION B.1 CONTINUED**IT ACCESSIBILITY CONFORMANCE MATRIX - continued**

No.	<u>Accessibility Requirement</u>	<u>Supporting Features / Functions of the System</u>	<u>Development/Testing</u>
		<ul style="list-style-type: none"> Describe how and/or to what degree the proposed system fulfills the accessibility standards 	<ul style="list-style-type: none"> Describe whether the proposed system was or will be developed align with MicroSoft Active Accessibility (MSAA). Describe whether you have done or will provide compatibility testing with commonly used Assistive Technology tools.
19.	Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.		
20.	Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.		
21.	Frames shall be titled with text that facilitates frame identification and navigation.		
22.	A text-only page, with equivalent information or functionality, shall be provided to make a Web site comply with the provisions of these standards, when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes.		
23.	When pages utilize scripting languages to display content, or to create interface elements, the information provided by the script shall be identified with functional text that can be read by assistive technology.		
24.	A method shall be provided that permits users to skip repetitive navigation links.		
25.	When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.		
26.	Contact information for issues related to accessibility shall be provided on each entry page.		

EXHIBIT C
Method of Performance
(evaluation 15%)

The evaluation of the offeror's proposed method of performance shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the proposed method of performance. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE OFFEROR'S PROPOSAL.

C.1 METHOD OF PERFORMANCE

- 1) Response to Performance Requirements: Within the offeror's response to Exhibit C, the offeror should detail how they intend to satisfy the requirements outlined in the Performance Requirements section 4 of the RFP. In doing so, the offeror should insert their response immediately following the paragraph to which they are responding in the Performance Requirements Section of the RFP. **The offeror should describe how the requirements will be fulfilled by the proposed service offerings and to what degree the requirements are met and/or exceeded. Wherever appropriate, please provide actual computer screen shots, sample reports, or diagrams to provide further clarity/explanation of the proposed solution's ability to fulfill the requirements.** A simple "yes, no, or compliant" response does not fulfill this description request. This description should also include by whom, when, with what, why, where, etc., the requirements will be satisfied. **PLEASE USE THE SAME PARAGRAPH NUMBERING SCHEME OF THE RFP WHEN RESPONDING TO EACH TECHNICAL SPECIFICATION.** The offeror should present a detailed description of all services proposed in the response to this Request for Proposal. It is the offeror's responsibility to make sure all products proposed are adequately described.

In responding to the Section 4 RFP paragraphs, the following lists specific requests for information related to particular technical specifications of Section 4 that the offeror should include in their descriptive responses:

RFP Paragraph #	In addition to the offeror's description of how (including the process involved, performed by whom, where, with what, etc) the requirements will be fulfilled by the proposed solution, the offeror's response should also include information related to the following:
4.2.2	<p>Describe your project management process including sufficient detail supporting each component below. At a minimum, the offeror's description should cover the following components of the project management process:</p> <ul style="list-style-type: none"> • Description of tools/methodologies utilized for project planning/scheduling • Processes for identifying, tracking, and resolving issues, • Status reports, • Management briefings (when, with whom, and what topics covered), • A description of the risks foreseen in the electronic plans room project and strategies that will be employed to minimize risks, and • Strategies for staying on track with the project schedule. • Describe (1) how you will ensure effective communication between your organization's personnel and state agency project management staff, (2) how you will overcome any language barriers with any of your staff that don't speak fluent English, and (3) how you will overcome any time zone differences. • Describe the process/strategy used to effectively manage subcontractors or partners who will be providing services or products required in the RFP. This description should include how the offeror will function as a single point of contact.

EXHIBIT C - Continued
Method of Performance

4.2.3	<p>Describe your proposed method of implementing the system via a Project Plan/Implementation Schedule. The schedule should include:</p> <ul style="list-style-type: none"> • A description of all of the major project tasks that shall be completed by the offeror's organization. • Identification of the specific tasks within each component of the implementation plan that must be completed by MoDOT. • Describe how the offeror will staff the project including the number of staff utilized for each respective phase or deliverable and how the offeror will provide continuous personnel and other resources necessary throughout the term of the project. • Detailed completion dates for each major task/component of the project work, and the number of days necessary to complete each major task. For example purposes only, you may assume a January 1, 2007 contract award date. The actual award date may change and the evaluators understand that the submitted project schedule is subject to change after further analysis and discussion with the agency after contract award. • Turnaround times for the agency to review, test, approve, and formally accept or reject the components of the work performed. <p>Describe what your assumptions were in developing the Project Plan/Implementation Schedule.</p> <p>State the minimum time required for implementation for the required system.</p>
4.3.2	<p>Explain specifically what maintenance/technical support services your proposed maintenance price (stated in Exhibit A) includes.</p> <ul style="list-style-type: none"> • What are the procedures to be used to contact service personnel? Include hours of support coverage. • What are the procedures for service representative staffing during vacations and holidays? • What type of on-going telephone support and general consultation is available. • Explain the implementation and support of a system upgrade. The offeror should describe the upgrade procedure for new releases of the system components. Are automatic notifications sent to alert the agency that new updates to the system are available? Please explain
4.3.5	<p>With regards to the routine system maintenance scheduled downtime, describe the average length of time necessary to perform routine maintenance and the time of day that this typically occurs.</p>
4.4.10	<p>The offeror should provide a list of all printing partners, to include company name, locations, contact information, and years of partnership.</p>

EXHIBIT D
EXPERIENCE, RELIABILITY & ECONOMIC IMPACT TO MISSOURI
(evaluation 10%)

The evaluation of the offeror's proposed experience, reliability, economic impact to Missouri shall be subjective based on the requirements stated herein. Therefore, the offeror should present detailed information regarding the organization's and its staff's experience and reliability proposed and the organizations degree of economic impact to Missouri. The following information should be provided by the offeror in order to verify their proposed experience, reliability and economic impact to Missouri. The state reserves the right to use this information, including information gained from any other source, in the evaluation process.

D. 1 EXPERIENCE, RELIABILITY & ECONOMIC IMPACT TO MISSOURI

- 1) The offeror should provide reference contact information (name, role in project, phone and e-mail. **Please verify correct e-mail addresses prior to submitting**) for the projects described pursuant to the above in order to allow the evaluators to verify the information. It is the intent of the evaluators to email the references with a survey questionnaire. Utilizing the table below (or in a similar format), the offeror should provide at least three references that we may contact. In addition, the offeror should provide at least three references that we may contact for any/each MBE/WBE subcontractors and printing partners that the offeror proposes to meet the requirements of the RFP. Please clearly indicate which references are for MBE/WBE subcontractors and which are for printing partners. Please make sure the contact information, including the email addresses, are current and available for reference contact.

REFERENCE	
Contracting Agency/Entity Client Name:	
Contact Name:	
Contact Title:	
Description of Role / Responsibility the above contact person had in referenced project work:	
Contact Phone Number:	
Contact Email Address: <small>* Please verify correct e-mail addresses prior to submitting*</small>	
Applicable Dates of Project Work	
Brief Description of Prior/Current Services Performed:	

- 2) The offeror should explain how many customers are running the proposed system in a live environment. Please further indicate how many of these customers are public sector versus private sector customers.
- 3) Reliability of the offeror shall be considered in the evaluation process. Therefore, the offeror is advised to submit any information that documents successful and consistent reliability in past performances. This description should include the following information:
- a. The offeror should explain how long the offeror's organization has provided an electronic plans room.
 - b. For both the offeror's organization and for any subcontractors, the offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used for the

state agency's system. The relationship of service personnel to management and to support personnel should be clearly illustrated. The offeror should also indicate the number of years that each person has been in the specified job position. If a staff member has been in the job position for less than one year, then explain what their previous position was in the company and how many years they held that particular position.

- c. The offeror should provide a copy of their profit/loss reports for the last three calendar years.
 - d. Describe any other companies and organizations that are strategic partners or alliances. Explain what benefits the agency will receive from these alliances and/or partners as it relates to the provision of the required system and services described herein.
 - e. The offeror should indicate whether there is currently and within the past twelve months any legal actions, suits, or proceedings, pending or threatened against the offeror's organization. Please explain. For any subcontractors proposed the same information should be provided for the subcontractor's organization.
 - f. The offeror should indicate whether or not they have had any contracts with other governmental and/or private entities that have been canceled prior to expiration or contracts not renewed after the initial contract period. Please explain circumstances/reasons for the cancellation and/or non-renewal.
- 4) The offeror should provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products. This description should include the following information:
- The offeror should provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
 - The offeror should provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.
 - If any service offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details with the proposal.

EXHIBIT E
MBE/WBE PARTICIPATION
(evaluation is 5%)

E.1 MBE/WBE PARTICIPATION COMMITMENT

Evaluation of Offeror's Minority Business Enterprise (MBE)/Women Business Enterprise (WBE) Participation: In order for the Division of Purchasing and Materials Management (DPMM) to meet the provisions of Executive Order 05-30, it is desired the offeror secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

- a. These targets can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.
- a. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.
- b. In order to be considered as meeting these targets, the MBE/WBEs must be “qualified” at the time the proposal is submitted. (See below for a definition of a qualified MBE/WBE.)
- c. The offeror’s proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:
 - 1) The offeror’s failure to provide any commercially useful MBE/WBE participation shall result in a score of 0 in this evaluation category.
 - 2) Offerors meeting or exceeding the State of Missouri targets of 10% MBE and 5% WBE participation shall receive the maximum points in this category.
 - 3) Lesser participation commitments shall receive a lesser amount of the maximum points.
- d. If the offeror is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the offeror must provide information on the offeror’s proposed participation of MBE/WBE firms by submitting the following completed Exhibits with the proposal.
 - 1) Participation Commitment - If the offeror is proposing MBE/WBE participation, the offeror must complete Exhibit E, Participation Commitment, in order to identify each proposed MBE and WBE as well as to identify the offeror’s proposed total MBE/WBE participation commitment.
 - 2) Documentation of MBE/WBE Participation - If the offeror is proposing MBE/WBE participation, the offeror must ensure that each MBE and WBE listed in Exhibit E, Participation Commitment, completes Exhibit E, Documentation of MBE/WBE Participation, which must be submitted with the offeror’s proposal.
 - 3) Offerors Qualifying as MBE/WBE – If the offeror submitting the proposal is a qualified MBE and/or WBE, the offeror must complete both the Participation Commitment and Documentation of MBE/WBE Participation Exhibits identified above.
- e. Commitment – If the offeror’s proposal is awarded, the percentage level of MBE/WBE participation committed to by the offeror in Exhibit E, Participation Commitment, and verified in Exhibit E, Documentation of MBE/WBE Participation, **shall be interpreted as a contractual requirement.**

f. Definition of Qualified MBE/WBE:

- 1) In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).
- 2) MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- 3) Minority is defined as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.

- g. Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the Office of Supplier and Workforce Diversity (OSWD) at:

Office of Administration, Office of Supplier and Workforce Diversity

Harry S Truman Bldg., Room 630

P.O. Box 809

Jefferson City, MO 65102

Phone: (877) 259-2963 or (573) 751-8130

Fax: (573) 522-8078

Web site: <http://www.oa.mo.gov/oswd>

EXHIBIT E**E.1 MBE/WBE PARTICIPATION COMMITMENT - *continued***

If proposing MBE/WBE participation, the offeror must indicate below the percentage of qualified MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.) This completed exhibit must be submitted with the offeror's proposal.

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

NOTE: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD).

Name of MBE	Percentage of Total Contract Value	Name of WBE	Percentage of Total Contract Value
1.		1.	
2.		2.	
3.		3.	
4.		4.	
5.		5.	
Total MBE:		Total WBE:	

Authorized Signature of Offeror

Date

Exhibit E - continued**E. 2 DOCUMENTATION OF MBE/WBE PARTICIPATION**

If proposing MBE/WBE participation, the offeror must provide a copy of this page to each proposed MBE/WBE. Each MBE/WBE included in this proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this exhibit. These completed exhibits must be submitted with the offeror's proposal.

Indicate appropriate business classification(s): _____ MBE _____ WBE

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are supplying for this contract.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Supplier and Workforce Diversity (formerly Office of Equal Opportunity) certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Supplier and Workforce Development (OSWD).

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____/Certification Expiration Date: _____

Federal Employer Identification Number/Social Security Number: _____

MBE/WBE Owner/Authorized Representative Signature: _____

Authorized Signature of Offeror: _____

Exhibit F
OTHER REQUESTED INFORMATION

F.1 ADDENDUM OF COMPLIANCE TO RFP REQUIREMENTS, TERMS AND CONDITIONS

By signing the signature block below the offeror hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with his/her proposal, including any standard terms and conditions that are submitted as part of his/her proposal, and (2) any of the offeror's terms and conditions contained in his/her proposal that conflict with the RFP's requirements, terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the offeror's submitted terms and conditions that are not in conflict with the RFP shall apply hereto.

SIGNATURE REQUIRED

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
OFFEROR'S COMPANY NAME	

AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
SUBCONTRACTOR'S COMPANY NAME	

F.2 CONTACT INFORMATION

If different from the information provided on the front page of the RFP, the offeror should provide all necessary contact information including the RFP Coordinator, Contract Coordinator if awarded a contract, etc.

RFP COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding the offeror's proposal</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

CONTRACT COORDINATOR CONTACT INFORMATION <i>i.e. person to be contacted for questions and other coordination activities regarding an awarded contract</i>	
NAME:	
JOB TITLE:	
PHONE:	
FAX #:	
EMAIL:	

F.3 PREFERENCE FOR ORGANIZATIONS FOR THE BLIND AND SHELTERED WORKSHOPS

- 1) A five (5) bonus point preference shall be granted to proposals including products and/or services manufactured, produced or assembled by qualified nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for proposals qualifying for the preference.
- 2) If the offeror is an organization for the blind or sheltered workshop, then the offeror **MUST** provide evidence of qualifications as described herein (i.e., copy of certificate or certificate number).
- 3) If the offeror is utilizing an organization for the blind or sheltered workshop as a subcontractor, then the offeror **MUST** submit a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract.

F.4 AMERICANS WITH DISABILITIES ACT - EQUIPMENT MODIFICATION

- 1) In order to assist the State of Missouri in fulfilling the requirements of the Americans with Disabilities Act (ADA), the offeror is requested to furnish the following information:

The offeror should state whether the proposed equipment can be modified for use by persons with disabilities:

YES _____ NO _____

If yes, the offeror should describe and provide optional pricing, including installation and maintenance (if appropriate), for any available modifications.

F.5 OFFERORS AS EMPLOYEES

- 1) Offerors who are employees of the State of Missouri, a member of the General Assembly or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the offeror and/or any of the owners of the offeror's organization are currently an employee of the State of Missouri, a member of the General Assembly or a statewide elected official, please provide the following information:

Name and title of state employee, General
Assembly member or statewide elected official: _____

Name of state agency where employed: _____

Percentage of ownership interest in offeror's
organization held by state employee, General
Assembly member or statewide elected official: _____%

**STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL**

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word must.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding/Vendor Registration System website. Premium registered offerors are electronically notified of the proposal opportunity based on the information maintained in the State of Missouri's vendor database. If a Premium registered offeror's e-mail address is incorrect, the offeror must update the e-mail address themselves on the state's On-Line Bidding/Vendor Registration System website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance. Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the RFP on-line prior to an amendment being issued will receive e-mail notification of the amendment(s). Premium registered offerors who received e-mail notification of the proposal opportunity when the RFP was established and Premium registered offerors who have responded to the proposal on-line prior to a cancellation being issued will receive e-mail notification of a cancellation issued prior to the exact closing time and date specified in the RFP.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.
- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to

include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.

- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals by Premium registered offerors through the State of Missouri's On-Line Bidding/Vendor Registration System website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically by a Premium registered offeror may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically by a Premium registered offeror may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone, e-mail, or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the Premium registered offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening. Premium registered vendors may view the same proposal response information on the state's On-Line Bidding/Vendor Registration System website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 05-30, contractors are encouraged to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.
- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding/Vendor Registration System website for Premium registered offerors to view for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an e-mail address with their proposal will be notified of the award results via e-mail.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) DPMM's acceptance of the proposal by "notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.
- c. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order unless the purchase is equal to or less than \$3,000. State purchases equal to or less than \$3,000 may be processed with a purchase order or other form of authorization given to the contractor at the discretion of the state agency.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon

inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect

and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Revised 02/10/06

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